

1 COOLEY LLP
 2 TIANA DEMAS*
 (tdemas@cooley.com)
 3 KEVIN T. CARLSON*
 (ktcarlson@cooley.com)
 4 110 N. Wacker Drive, Suite 4200
 Chicago, IL 60606-1511
 Telephone: +1 312 881 6500
 5 Facsimile: +1 312 881 6598

6 KRISTINE A. FORDERER (278745)
 (kforderer@cooley.com)
 7 KYLE C. WONG (224021)
 (kwong@cooley.com)
 8 3 Embarcadero Center, 20th Floor
 San Francisco, California 94111-4004
 9 Telephone: +1 415 693 2000
 Facsimile: +1 415 693 2222

10 *Attorneys for Defendant*
 11 *Roblox Corporation*
 (*Admitted *Pro Hac Vice*)

12
 13 **UNITED STATES DISTRICT COURT**
 14 **NORTHERN DISTRICT OF CALIFORNIA**
 SAN FRANCISCO DIVISION

15 ARACELY SOUCEK, individually and as next
 16 friend of minor Plaintiff, N.S., YANIV DE
 RIDDER, individually and as next friend of
 17 minor Plaintiff T.D., DANIELLE SASS,
 individually and as next friend of minor
 18 plaintiff, L.C., DAVID L. GENTRY,
 individually and as next friend of minor
 19 plaintiff, L.G., and LAVINA GANN,
 individually and as next friend of minor
 20 plaintiff, S.J., and on behalf of
 21 all others similarly situated,

22 Plaintiffs,

23 v.

24 ROBLOX CORPORATION, SATOZUKI
 25 LIMITED B.V., STUDS ENTERTAINMENT
 LTD., and RBLXWILD ENTERTAINMENT
 26 LLC,

27 Defendants.

COOLEY LLP
 ROBBY L.R. SALDAÑA (356226)
 (rsaldana@cooley.com)
 1299 Pennsylvania Avenue, NW, Suite
 700
 Washington, D.C. 20004-2400
 Telephone: +1 202 842 7800
 Facsimile: +1 202 842 7899

JESSICA L. TAYLOR (339572)
 (jtaylor@cooley.com)
 10265 Science Center Drive
 San Diego, California 92121-1117
 Telephone: +1 858 550 6000
 Facsimile: +1 858 550 6420

Case No. 3:23-cv-04146-VC

**DEFENDANT ROBLOX CORPORATION'S
 ANSWER TO PLAINTIFFS' FIRST AMENDED
 CONSOLIDATED CLASS ACTION
 COMPLAINT**

Judge: Hon. Vince Chhabria

1 Defendant Roblox Corporation (“Roblox”), by and through its undersigned counsel, hereby
 2 responds to Plaintiffs’ First Amended Consolidated Class Action Complaint (“FAC” or
 3 “Complaint”) (ECF No. 115) as follows:

4 Roblox admits that Plaintiffs have filed the FAC on behalf of Plaintiffs Aracely Soucek,
 5 and N.S., Yaniv De Ridder, and T.D., Danielle Sass, and L.C., David L. Gentry and L.G., and
 6 Lavina Gann, and S.J., and against Defendants Roblox, Satozuki Limited B.V. (“Satozuki”), Studs
 7 Entertainment Ltd. (“Studs”), and RBLXWild Entertainment LLC (“RBLXWild”). Roblox denies
 8 that Plaintiffs are entitled to represent a class or obtain any relief from Roblox. Roblox further
 9 states that it lacks sufficient knowledge or information to form a belief as to the truth of the
 10 remainder of the allegations in this paragraph and denies them on that basis.

11 1. Roblox denies that Plaintiffs are entitled to represent a class or obtain relief. Roblox
 12 lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding
 13 the relationship between Plaintiffs and “their minor children” and denies them on that basis. Insofar
 14 as Plaintiffs contend that Roblox and the other Defendants are “co-conspirators,” Roblox responds
 15 that the Court dismissed Plaintiffs’ civil conspiracy claims. ECF No. 66 at 1. The allegations in
 16 this paragraph set forth legal arguments and conclusions for which no response is required. To the
 17 extent that any answer is required, Roblox denies the allegations and characterizations in this
 18 Paragraph to the extent they relate to Roblox. Roblox lacks sufficient knowledge or information to
 19 form a belief as to the allegations to the extent they are made against other Defendants, and on that
 20 basis denies them.

21 2. As to the first sentence, Roblox admits that it is a fast-growing gaming platform,
 22 where users can share experiences with each other in immersive, user-generated 3D worlds. As to
 23 the second sentence, Roblox admits that it is an online gaming platform that allows users to interact
 24 with one another and play games, which is free to join and free to download. Roblox further states
 25 that Roblox users may purchase Virtual Content on the Roblox Services using Roblox’s virtual
 26 currency called Robux.

27 3. As to the first sentence, Roblox lacks sufficient knowledge or information to form

1 a belief as to the truth of the allegation that it “is the largest entertainment website in the world for
 2 kids.” Roblox states that data as of Q2 for 2024 shows approximately 79.5 million daily active
 3 users. As to the second sentence, Roblox admits that its most recent Form 10K filed on February
 4 21, 2024 states that 49% of its users self-report being under the age of 18. Roblox denies that “more
 5 than half of all users” on the platform are “under the age of 13” as data from Q2 2024 shows that
 6 approximately 58% of users are aged 13 or older.¹

7 4. Roblox admits that in the referenced YouTube video published on July 31, 2020,
 8 Roblox provided “our best estimates that around three quarters of the 9-12 year olds in the United
 9 States right now are hanging out on Roblox on a monthly basis.” No response is required to the
 10 remainder of this allegation, which reflects Plaintiffs’ characterizations of the cited video. To the
 11 extent a response is required, Roblox denies the characterizations of the substance of the video.

12 5. Denied.

13 6. Denied.

14 7. The allegations in this paragraph purport to characterize statements made by
 15 unidentified “agencies” and “groups” to which no response from Roblox is required. Roblox states
 16 that the document cited in footnote 2 speaks for itself and denies Plaintiffs’ characterizations of the
 17 substance of the document.

18 8. The allegations in this paragraph purport to characterize “press articles” by third
 19 parties to which no response from Roblox is required. Roblox further states that the document cited
 20 in footnote 3 speaks for itself and denies Plaintiffs’ characterizations of the substance of the
 21 document.

22 9. Roblox denies the allegations in this paragraph that pertain to Roblox. Roblox lacks
 23 sufficient knowledge or information to form a belief as to the truth of the allegations concerning
 24 co-Defendants.

25 10. Roblox admits that, subject to Roblox’s Terms of Use and Community Standards,
 26 users may purchase Virtual Content on Roblox’s Services for use on Roblox’s Services. “Virtual

27 ¹ See Roblox, Opening Keynotes | RDX 2024, YouTube, at 8:58 (Sept. 6, 2024), available here:
 28 https://www.youtube.com/watch?v=gYjYJmf3_wA&t=3s.

1 Content” and “Services” are defined in Roblox’s Terms of Use, last updated August 14, 2024. The
 2 Roblox help article referenced in Paragraph No. 10 speaks for itself, and Roblox denies Plaintiffs’
 3 characterization of the article.

4 11. Roblox admits that Robux may be purchased using a credit card, digital payment
 5 service such as Apple Pay, or Roblox gift card, among other methods. Roblox admits that Robux
 6 can be used to acquire Virtual Content on Roblox’s Services.

7 12. Roblox denies Plaintiffs’ allegations characterizing why Roblox allows adults to
 8 purchase Robux. Roblox admits that an individual must be at least 18 years old to use a credit card,
 9 bank card, or other online payment method like Apple Pay to purchase Robux from Roblox. Roblox
 10 admits that a user may redeem a Robux gift card for Robux. Roblox denies the remaining
 11 allegations in this paragraph.

12 13. Roblox states that the allegations in this paragraph concern fraud-based claims that
 13 the Court has dismissed with prejudice and without leave to amend. *See* ECF No. 65 at 8-9 (“The
 14 complaint advances a series of claims premised on allegations that Roblox misrepresented its
 15 platform to consumers as free from gambling The plaintiffs do not allege that there are any
 16 gambling-like experiences on Roblox’s site itself.”); ECF No. 108 at 1-3 (dismissing fraud-based
 17 claims with prejudice and without leave to amend). To the extent a further response is required,
 18 Roblox states that the Roblox Community Standards cited in footnote 5 (which Plaintiffs
 19 incorrectly refer to as Roblox’s Terms of Service in Paragraph 13) speak for themselves. Roblox
 20 denies Plaintiffs’ characterizations of the Community Standards.

21 14. As to the first sentence, Roblox states that the allegations in this paragraph concern
 22 fraud-based claims that the Court has dismissed with prejudice and without leave to amend and
 23 denies them on that basis. *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. As to the second sentence,
 24 Roblox denies that it “in fact” “allows third-party gambling websites to use the Roblox website to
 25 accept online bets using Robux.” Roblox lacks sufficient knowledge or information to form a belief
 26 as to the truth of Plaintiffs’ characterization that the third-party websites are “highly popular” and
 27 on that basis denies it. The allegations in this paragraph otherwise set forth legal conclusions or

1 arguments to which no response is required. To the extent a further response is required, Roblox
 2 denies Plaintiffs' characterization that Roblox "allows" and/or "facilitates" conduct by Defendants
 3 Satozuki, Studs, and RBLXWild. As discussed below, Roblox has taken actions against the third-
 4 party websites since at least 2019, as discovery produced to Plaintiffs shows.

5 15. Roblox states that the allegations in this paragraph concern fraud-based claims that
 6 the Court has dismissed with prejudice and without leave to amend and denies them on that basis.
 7 *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. To the extent a response is required, Roblox denies
 8 Plaintiffs' characterizations in this paragraph about Roblox and Robux.

9 16. Roblox states that the allegations in this paragraph concern fraud-based claims that
 10 the Court has dismissed with prejudice and without leave to amend. *See* ECF No. 65 at 8-9; ECF
 11 No. 108 at 1-3. The allegations in this paragraph otherwise contain legal conclusions or arguments
 12 to which no response is required. To the extent a response is required, Roblox denies the allegations
 13 in this paragraph.

14 17. Roblox denies this allegation as this Complaint itself shows that the alleged
 15 transactions occur on third-party websites off of the Roblox platform. Plaintiffs' characterizations
 16 about purported "gambling" are legal conclusions to which no response is required, but to the extent
 17 a response is required, Roblox denies them.

18 18. Roblox admits that it has records of user-to-creator transactions on the Roblox
 19 Services in which users exchange Robux for Virtual Content. Such data shows, among other things,
 20 the Roblox user accounts that engaged in the transactions. Roblox otherwise denies Plaintiffs'
 21 characterizations.

22 19. As to the first sentence, Roblox denies Plaintiffs' allegations characterizing
 23 Roblox's transaction data regarding user-to-creator transactions for Virtual Content that occur on
 24 the Roblox Services. Roblox denies that it "allows illicit gambling" by any user. As to the second
 25 sentence, Roblox denies that the alleged transactions "require" its "affirmative support to continue."
 26 As to the third sentence, Roblox denies that it "profits" from the alleged transactions. Roblox lacks
 27 sufficient information or knowledge to form a belief as to the truth of Plaintiffs' characterization

1 that the challenged transactions are “to the detriment of its users.” Plaintiffs’ characterizations
 2 about purported “gambling” are legal conclusions to which no response is required, but to the extent
 3 a response is required, Roblox denies them.

4 20. As to the first sentence, Roblox denies Plaintiffs’ characterizations about a purported
 5 “process.” Roblox admits that Robux can be purchased on the Roblox website with a credit card
 6 or debit card, among other payment methods, and that users may redeem gift cards for Robux.
 7 When a user purchases Robux via a credit card or another online payment method, the user must
 8 agree to the Roblox Terms of Use. When the user first submits payment information, the user
 9 confirms that “you are at last 18 years old.”² If a user redeems a Roblox credit as the payment
 10 method, the user confirms that “By redeeming your code, you represent that you, and your parent
 11 or legal guardian if you are under age 18, agree to our Terms of Use including the arbitration clause
 12 and Gift Card Terms & Conditions and acknowledge our Privacy Policy.”³ As to the second
 13 sentence, Roblox admits that the alleged third-party websites are not part of Roblox’s Services. As
 14 to the third and fourth sentences, Roblox denies that a user can “link” their Robux wallet to the
 15 third-party websites at issue or that the third-party websites “convert” Robux to non-Robux. As to
 16 the fifth sentence, Plaintiffs’ characterizations about purported “gambling” are legal conclusions to
 17 which no response is required, but to the extent a response is required, Roblox denies Plaintiffs’
 18 characterizations of Roblox’s transaction data and purported “knowledge.” Roblox admits that it
 19 has records of user-to-creator transactions for Virtual Content that occur on the Roblox Services
 20 and denies that Roblox can see what the third-party websites are doing on their own separate
 21 platforms.

22 21. Roblox admits a user must navigate off the Roblox Services to access the third-party
 23 websites. Roblox admits that its Terms of Use prohibit users from using, acquiring, or distributing

25 ² E.g., Roblox, Secure Payment Method – Credit Card, available here:
 26 <https://www.roblox.com/upgrades/xsollapayment?ap=470&paymentMethod=XsollaCreditDebitCards>.

27 ³ E.g., Roblox, Secure Payment Method - Roblox Credit, available here:
 28 <https://www.roblox.com/upgrades/redeem?ap=470&pm=redeemCard&selectedUpsellProductId=0>.

1 Robux except through the Services and as expressly allowed by Roblox under its Terms of Use.
 2 Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no response
 3 is required, but to the extent a response is required, Roblox denies them.

4 22. Roblox admits that exchanges of Robux in user-to-creator transactions for Virtual
 5 Content may occur only on the Roblox Services. Roblox denies that it "allows" the third-party
 6 websites "to establish a Robux exchange within the Roblox ecosystem." Plaintiffs'
 7 characterizations about purported "gambling" are legal conclusions to which no response is
 8 required, but to the extent a response is required, Roblox denies them.

9 23. Roblox denies the allegations about it. Roblox lacks sufficient knowledge or
 10 information to form a belief as to the truth of the remainder of the allegations in this paragraph as
 11 they relate to the other Defendants and on that basis denies them. Plaintiffs' characterizations about
 12 purported "gambling" are legal conclusions to which no response is required, but to the extent a
 13 response is required, Roblox denies them.

14 24. Roblox denies that the alleged "exchange" occurs with its "knowledge and active
 15 support." Roblox admits that its Terms of Use prohibit users from using, acquiring, or distributing
 16 Robux except through the Services and as expressly allowed by Roblox under its Terms of Use.
 17 Roblox denies Plaintiffs' characterizations of Robux being "cashed out," which are incomplete. As
 18 discussed below, Roblox admits that developers in the Roblox Developer Exchange ("DevEx")
 19 Program may be eligible to cash out earned Robux subject to various requirements.

20 25. Denied.

21 26. Denied.

22 27. Denied. As Roblox's Terms of Use state, "Robux are not a substitute for real
 23 currency, do not earn interest, and have no equivalent value in real currency."⁴ Roblox lacks
 24 sufficient knowledge or information to form a belief as to the truth of the remainder of the
 25 allegations in this paragraph as they relate to the other Defendants and on that basis denies them.

26
 27 ⁴ See Roblox, Terms of Use, § 3, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

1 Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no response
 2 is required, but to the extent a response is required, Roblox denies them.

3 28. Denied.

4 29. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 5 the allegations in this paragraph as to other Defendants, "Plaintiffs' minor children," and unnamed
 6 individuals, and on that basis denies them. Roblox denies that it has taken any "cut of the money"
 7 allegedly obtained by the third-party websites. Plaintiffs' characterizations about purported
 8 "gambling" are legal conclusions to which no response is required, but to the extent a response is
 9 required, Roblox denies them.

10 30. The allegations in this paragraph set forth legal conclusions or arguments to which
 11 no response is required. Roblox denies that Plaintiffs are entitled to represent a class or to obtain
 12 any relief.

13 31. Roblox admits that Plaintiffs contend that Aracely Soucek is a citizen and resident
 14 of California and the parent and next friend of N.S., whom Plaintiffs contend is a minor and a
 15 citizen and resident of California.

16 32. Roblox admits that Plaintiffs contend that Yaniv De Ridder is a resident of
 17 California and the parent and next friend of T.D., whom Plaintiffs contend is a minor residing in
 18 Belgium.

19 33. Roblox admits that Plaintiffs contend that Danielle Sass is a citizen and resident of
 20 New York and the parent and next friend of L.C., whom Plaintiffs contend is a minor and a citizen
 21 and resident of New York.

22 34. Roblox admits that Plaintiffs contend that David L. Gentry is a citizen and resident
 23 of South Carolina and the parent and next friend of L.G., whom Plaintiffs contend is a minor and a
 24 citizen and resident of South Carolina.

25 35. Roblox admits that Plaintiffs contend that Lavina Gann is a citizen and resident of
 26 Tennessee and the parent and next friend of S.J., who Plaintiffs contend is a minor and a citizen
 27 and resident of Tennessee.

1 36. Roblox admits that it is a corporation incorporated in the State of Delaware. Roblox
 2 admits that its principal place of business is presently located at 970 Park Place, San Mateo,
 3 California 94403. Roblox further admits that it conducts and transacts business in the Northern
 4 District of California and throughout the United States.

5 37. The allegations in this paragraph set forth legal arguments and conclusions to which
 6 no response from Roblox is required. Roblox lacks knowledge or information sufficient to form a
 7 belief as to the truth of the allegations in this paragraph as they relate to another Defendant and on
 8 that basis denies them. Roblox further states that the paragraph creates the misleading impression
 9 that RBXFlip is operational or was operational at the time Plaintiffs filed the initial complaint in
 10 this case on August 15, 2023. ECF No. 1. Publicly available sources show that RBXFlip became
 11 non-operational on or around July 20, 2023. Thus, each and every iteration of the complaint filed
 12 in this case, including the original complaint, has incorrectly stated and given the incorrect
 13 impression that RBXFlip was operational at the time of the Complaint's filing.

14 38. The allegations in this paragraph set forth legal arguments and conclusions to which
 15 no response from Roblox is required. Roblox lacks knowledge or information sufficient to form a
 16 belief as to the truth of the allegations in this paragraph as they relate to another Defendant and on
 17 that basis denies them.

18 39. The allegations in this paragraph set forth legal arguments and conclusions to which
 19 no response from Roblox is required. Roblox lacks knowledge or information sufficient to form a
 20 belief as to the truth of the allegations in this paragraph as they relate to another Defendant and on
 21 that basis denies them.

22 40. The allegations in this paragraph set forth legal conclusions to which no response is
 23 required. To the extent a response is required, Roblox states that it lacks sufficient information or
 24 knowledge to form a belief as to the contention that this putative class action satisfies the minimum
 25 amount in controversy of \$5,000,000 necessary for this Court to exercise any jurisdiction over the
 26 claims asserted in this case and on that basis denies the allegation. Roblox further states that it
 27 lacks sufficient information or knowledge to form a belief as to the remaining allegations and denies

1 them on that basis.

2 41. The allegations in this paragraph set forth legal conclusions to which no response is
 3 required. To the extent a response is required, Roblox admits that its principal place of business is
 4 located in California. Roblox lacks knowledge or information sufficient to form a belief as to the
 5 truth of the allegations in this paragraph as to any other Defendant and on that basis denies them.

6 42. The allegations in this paragraph set forth legal conclusions to which no response is
 7 required. To the extent a response is required, the allegations as to Roblox are denied. Roblox
 8 lacks sufficient information or knowledge to form a belief as to the truth of the allegations in this
 9 paragraph as to any other Defendant and on that basis denies them.

10 43. Roblox denies Plaintiffs' allegations characterizing Roblox. Roblox further states
 11 that the cited document speaks for itself and denies Plaintiffs' characterizations of the substance of
 12 the document.

13 44. Denied.

14 45. Roblox denies Plaintiffs' allegations characterizing Roblox. Roblox further states
 15 that the cited documents speak for themselves and denies Plaintiffs' characterizations of the
 16 substance of the documents. Plaintiffs' characterizations about purported "gambling" are legal
 17 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 18 them.

19 46. As to the first sentence, Roblox states that the Court has already determined that
 20 "the complaint fails to plead the existence of a conspiracy that includes Roblox." ECF No. 66 at 1.
 21 Roblox denies that it "act[s] in concert" with any other Defendant and denies the remainder of the
 22 sentence. As to the second sentence, Roblox denies Plaintiffs' characterization of the Roblox
 23 Services. Roblox lacks sufficient knowledge or information to form a belief as to the truth of the
 24 remainder of the allegations in this paragraph as they relate to the other Defendants and on that
 25 basis denies them. Plaintiffs' characterizations about purported "gambling" are legal conclusions
 26 to which no response is required, but to the extent a response is required, Roblox denies them.

27 47. Denied.

1 48. Roblox denies the allegations in this paragraph about itself and lacks sufficient
 2 knowledge or information to form a belief as to the truth of the allegations in this paragraph as they
 3 relate to other Defendants and on that basis denies them.

4 49. As to the first sentence, Roblox admits that it was founded in 2004 by David
 5 Baszucki and Erik Cassel. Roblox admits that the Roblox platform officially launched on
 6 September 1, 2006. As to the second sentence, Roblox admits that it operates a free to use
 7 immersive platform for connection and communication where people come to create, play, work,
 8 learn, and connect with each other in experiences built by Roblox's global community of creators.
 9 Roblox lacks sufficient information or knowledge to form a belief as to the factual contention that
 10 the Roblox platform was "built by a platform of nearly 7 million developers." Roblox admits that
 11 data as of Q2 2024 shows that the Roblox Services have an estimated 2.5 million developers. As
 12 to the third sentence in this paragraph, Roblox states that the cited article in footnote 9 speaks for
 13 itself and denies Plaintiffs' characterization of the substance of the document.

14 50. As to the first sentence, Roblox states that the Roblox Services include the Roblox
 15 Client and Roblox Studio. As to the second sentence, Roblox states that the Roblox Client allows
 16 users to explore the Roblox Services through a customizable avatar. As to the third sentence,
 17 Roblox states that the Roblox Studio is a free software tool available to all Roblox users, which can
 18 be used to create, develop, modify, operate, and publish 3D Experiences, Virtual Content, and other
 19 user-generated content ("UGC") on the Services, as explained in Roblox's Terms of Use. As to
 20 the fourth sentence, Roblox states that users may use Roblox Studio to create Virtual Content
 21 (which include all Virtual Items and In-Experience Items, as defined in Roblox's Terms of Use),
 22 which they can sell to other Roblox users for Robux. As to the fifth sentence, Roblox states that
 23 users can purchase Virtual Content on Roblox's Marketplace using Robux, the official currency of
 24 Roblox. Robux are not a substitute for real currency, do not earn interest, and have no equivalent
 25 value in real currency.

26 51. As to the first sentence, Roblox denies Plaintiffs' characterizations of the Roblox
 27 platform. Roblox admits that Robux is the official currency of Roblox. As to the second sentence,

1 Roblox admits that Roblox's Services are free and denies that "nearly all experiences require the
 2 user to spend Robux in order to participate in the activities on the platform." Roblox further states
 3 that only a small portion of Roblox's users have historically been payers.

4 52. As to the first sentence, Roblox admits that Robux may be purchased via Roblox's
 5 Services in various quantities through authorized methods. As to the second sentence, Roblox
 6 states that Robux can be used to acquire Virtual Content (which include all Virtual Items and In-
 7 Experience Items, as defined in Roblox's Terms of Use) on Roblox's Services. As to the third
 8 sentence, Roblox denies Plaintiffs' characterizations of the Roblox Developer Exchange ("DevEx")
 9 Program as incomplete. The DevEx Program allows creators to become eligible to exchange their
 10 Earned Robux for real world currency only if they satisfy numerous requirements.⁵

11 53. Roblox admits the allegations in the first sentence insofar as it refers to the sale of
 12 Robux by Roblox. As to the second sentence, Roblox admits that, unless the Robux are refunded,
 13 Roblox takes at least 30% of Robux exchanged in all user-to-creator transactions for Virtual
 14 Content, and denies the remainder of the allegation.

15 54. As to the first sentence, Roblox denies Plaintiffs' characterization of Robux and
 16 Roblox's Services. As to the second sentence, Roblox states that the Roblox March 2022 Quarterly
 17 Report speaks for itself and denies Plaintiffs' characterization of the substance of the document.

18 55. Roblox admits the allegations in the first and second sentences of this paragraph.
 19 As to the third sentence, Roblox admits it has records of user-to-creator transactions for Virtual
 20 Content on the Roblox Services. Roblox denies Plaintiffs' characterization of Roblox's knowledge.

21 56. As to the first and second sentence, Roblox denies Plaintiffs' characterizations of
 22 Robux and denies that "Robux have actual monetary value." As Roblox's Terms of Use state,
 23 "Robux are not a substitute for real currency, do not earn interest, and have no equivalent value in
 24 real currency."⁶ As to the third sentence, Roblox admits that users can purchase Robux on the

25
 26 ⁵ Roblox, Developer Exchange Terms of Use, § 2, available here: <https://en.help.roblox.com/hc/en-us/articles/115005718246-Developer-Exchange-Terms-of-Use>.
 27 ⁶ See Roblox Terms of Use, § 3.a, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

1 Roblox platform using credit or debit card. Roblox admits that it currently has Roblox packages in
 2 the United States of 400 Robux for \$4.99 and 800 Robux for \$9.99.⁷ As to the fourth sentence,
 3 Roblox admits that a user may subscribe to Robux Premium to receive a monthly allowance of
 4 Robux. While the user does not have to be over 18, the individual who purchases the Robux
 5 Premium subscription must agree that they are over 18 years of age.⁸

6 57. Denied.

7 58. Roblox denies Plaintiffs' characterizations in this paragraph. Roblox admits that, in
 8 2013, it launched the DevEx Program which allows developers who meet specific criteria to be
 9 eligible to cash out Robux earned on the Roblox Services for real world currency at a rate set by
 10 Roblox.

11 59. Roblox denies Plaintiffs' characterizations in this paragraph as to the DevEx
 12 Program. Contrary to the first sentence, only Earned Robux are eligible to be converted to real
 13 world currency. Roblox admits that only DevEx participants may exchange Earned Robux for real
 14 money, subject to the requirements of the DevEx Program.⁹ Roblox denies the remainder of the
 15 paragraph.

16 60. As to the first sentence, Roblox lacks sufficient information or knowledge to form
 17 a truth as to the belief of Plaintiffs' characterization of the motivations of third parties and on that
 18 basis denies the characterization. As to the second sentence, Roblox admits that DevEx developers
 19 earned \$538.3 million in 2021.

20 61. Denied.

21 62. Denied.

22 63. Denied.

23 64. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 24 the allegations in this paragraph and denies them on that basis.

25
 26 ⁷ See Roblox, Buy Robux, available here: <https://www.roblox.com/upgrades/robux>.

27 ⁸ *Id.*

28 ⁹ See Developer Exchange Terms of Use, available here: <https://en.help.roblox.com/hc/en-us/articles/115005718246-Developer-Exchange-Terms-of-Use>.

1 65. Denied. Roblox further notes that the Court has already determined that “the
 2 complaint fails to plead the existence of a conspiracy that includes Roblox.” ECF No. 66 at 1.

3 66. Denied.

4 67. As to the first sentence, Roblox states that the allegations concern third parties for
 5 which no response by Roblox is required. As to the second sentence, Roblox denies that the third-
 6 party websites or Defendants are registered with the Roblox DevEx Program and on that basis
 7 denies Plaintiffs’ contention that these third parties are “allow[ed] to exchange Robux acquired
 8 from” any Roblox user “for real-world currency.”

9 68. Roblox denies the first sentence in this paragraph and notes that the Court has
 10 already determined that “the complaint fails to plead the existence of a conspiracy that includes
 11 Roblox.” ECF No. 66 at 1.

12 As to the second sentence, Roblox admits that its Terms of Use prohibit users from
 13 using, acquiring, or distributing Robux except through the Services and except as expressly allowed
 14 by Roblox under its Terms of Use. Roblox denies that other Defendants “cash out” Robux because
 15 the other Defendants are not part of the DevEx Program. Plaintiffs’ characterizations about
 16 purported “gambling” are legal conclusions to which no response is required, but to the extent a
 17 response is required, Roblox denies them.

18 69. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 19 the allegations in the first sentence in this paragraph—particularly because one of the websites,
 20 RBXflip, has not been in operation since the case was filed, and because the allegedly
 21 “substantially similar interfaces” is a matter of opinion, not fact. Roblox also lacks sufficient
 22 knowledge or information to form a belief about the ease with which a Roblox user can sign up for
 23 an account on the third-party websites. Roblox denies providing any method for users to “link”
 24 their Roblox accounts to the third-party websites. Roblox’s Terms of Use prohibit users from
 25 sharing or disclosing their login credentials to others, except for Guardians in the case of a Minor
 26 User.¹⁰ Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no

27

¹⁰ See Roblox, Terms of Use, § 2.b, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

1 response is required, but to the extent a response is required, Roblox denies them.

2 70. This paragraph purports to make factual characterizations about the other
 3 Defendants and contains no allegations against Roblox and thus no response by Roblox is required.
 4 To the extent a response is required, Roblox states that it lacks sufficient information or knowledge
 5 to form a belief as to the truth of the allegation and on that basis denies it.

6 71. Roblox denies Plaintiffs' allegations in this paragraph, and notes that the Complaint
 7 elsewhere alleges that Robux cannot leave the Roblox Services. Roblox further states that the
 8 conduct alleged in this paragraph violates Roblox's Terms of Use, which prohibit users from
 9 sharing their credentials with third parties and from using, acquiring, or distributing Robux except
 10 through the Services and except as expressly allowed by Roblox under its Terms of Use. Plaintiffs'
 11 characterizations about purported "gambling" are legal conclusions to which no response is
 12 required, but to the extent a response is required, Roblox denies them.

13 72. Roblox denies the allegation suggesting that Roblox's popularity provided users
 14 "with funds to gamble" because Robux have no monetary value. As stated in Roblox's Terms of
 15 Use, "Robux are not a substitute for real currency, do not earn interest, and have no equivalent
 16 value in real currency."¹¹ Roblox lacks sufficient information or knowledge to form a belief as to
 17 the truth of Plaintiffs' characterization regarding the "online audience" of the alleged third-party
 18 websites and on that basis denies the allegation. Plaintiffs' characterizations about purported
 19 "gambling" are legal conclusions to which no response is required, but to the extent a response is
 20 required, Roblox denies them.

21 73. Robux denies that Robux are "transferrable funds." As set forth in Roblox's Terms
 22 of Use, "Robux are not a substitute for real currency, do not earn interest, and have no equivalent
 23 value in real currency." In addition, "Robux cannot be redeemed for any fiat currency, and Roblox
 24 is not obligated to exchange a User's Robux for anything else of value."¹² Roblox further states
 25 that any use by a Roblox user of a third-party website to "transfer" Robux violates Roblox's Terms
 26 of Use.

27 ¹¹ See *id.* § 3.a.

28 ¹² See *id.* § 3.a.

1 74. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 2 the allegations in this paragraph, which concerns the other Defendants, and denies them on that
 3 basis. Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no
 4 response is required, but to the extent a response is required, Roblox denies them.

5 75. Roblox lacks sufficient knowledge or information to form a belief as to allegations
 6 in this paragraph which concern the other Defendants, and denies them on that basis. Plaintiffs'
 7 characterizations about purported "gambling" and "gambling games" are legal conclusions to
 8 which no response is required, but to the extent a response is required, Roblox denies them.

9 76. Denied.

10 77. As to the first sentence, Roblox denies Plaintiffs' allegation that RBXFlip
 11 "operate[d] with Roblox." Roblox admits that RBXFlip first appeared on the internet in February
 12 2019. Roblox admits that "RBX" is a common abbreviation for Roblox and denies ever permitting
 13 RBXFlip to use this name. As Plaintiffs are aware from discovery, Roblox sent multiple takedown
 14 notices to RBXFlip's hosting providers beginning in 2019, made a referral to law enforcement in
 15 2022, and instituted a holding period for limited items that caused RBXFlip to shut down in July
 16 2023, before this case was filed. Roblox lacks sufficient knowledge or information to form a belief
 17 as to the truth of the allegations characterizing the design and dependence of RBXFlip. Plaintiffs'
 18 characterizations about purported "gambling" are legal conclusions to which no response is
 19 required, but to the extent a response is required, Roblox denies them.

20 78. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 21 the allegation as it relates to another Defendant whose site no longer exists and on that basis denies
 22 the allegation. Roblox further states that the allegation is inaccurate insofar as it uses the present
 23 tense because RBXFlip became non-operational in July 2023—before the first complaint in this
 24 case was filed.

25 79. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 26 the allegation as it relates to another Defendant whose site no longer exists and on that basis denies
 27 the allegation. Roblox further states that the allegation is inaccurate insofar as it uses the present

1 tense because RBXFlip became non-operational in July 2023—before the first complaint in this
 2 case was filed.

3 80. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 4 the allegation as it relates to another Defendant whose site no longer exists and on that basis denies
 5 the allegation. The allegation that the games on RBXFlip “allow[ed] players to bet Robux” reflects
 6 conduct that violates Roblox’s Terms of Use, and Plaintiffs elsewhere allege that Robux “never
 7 leave Roblox’s website.” ¶ 21. Roblox further states that the allegations in this paragraph are
 8 inaccurate insofar as they use the present tense because RBXFlip became non-operational in July
 9 2023—before the first complaint in this case was filed. Plaintiffs’ characterizations about purported
 10 “bets” are legal conclusions to which no response is required, but to the extent a response is
 11 required, Roblox denies them.

12 81. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 13 the allegation as it relates to another Defendant whose site no longer exists and on that basis denies
 14 the allegation. Roblox further states that the allegation is inaccurate insofar as it uses the present
 15 tense because RBXFlip became non-operational in July 2023—before the first complaint in this
 16 case was filed. Plaintiffs’ characterizations about purported “gambling” are legal conclusions to
 17 which no response is required, but to the extent a response is required, Roblox denies them.

18 82. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 19 the allegation as it relates to another Defendant whose site no longer exists and on that basis denies
 20 the allegation. Roblox further states that the allegation is inaccurate insofar as it uses the present
 21 tense because RBXFlip became non-operational in July 2023—before the first complaint in this
 22 case was filed. Plaintiffs’ characterizations about purported “gambling” are legal conclusions to
 23 which no response is required, but to the extent a response is required, Roblox denies them.

24 83. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 25 the allegation as it relates to another Defendant whose site no longer exists and on that basis denies
 26 the allegation. Roblox states that the cited YouTube video speaks for itself and denies Plaintiffs’
 27 characterizations of it. Plaintiffs’ characterizations about purported “gambling” are legal

1 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 2 them.

3 84. Roblox denies the characterizations about Roblox and Robux in this paragraph.
 4 Roblox lacks sufficient information or knowledge to form a belief as to the truth of the allegations
 5 about another Defendant or a purported “storage bot” and on that basis denies them. To the extent
 6 a further response is required, Roblox states that the cited YouTube video speaks for itself and
 7 denies Plaintiffs’ characterizations of it. As to the second sentence, Roblox denies Plaintiffs’
 8 characterization of Roblox’s knowledge, and states that the alleged conduct violates Roblox’s
 9 Terms of Use. As to the third sentence, Roblox denies that RBXFlip, or any purported RBXFlip
 10 storage bot is or was a part of the DevEx Program. As to the fourth sentence, Roblox denies
 11 Plaintiffs’ characterizations about Roblox’s knowledge of participants in the DevEx Program.
 12 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 13 is required, but to the extent a response is required, Roblox denies them.

14 85. As to the first sentence, Roblox lacks sufficient information or knowledge to form
 15 a belief as to the truth of the allegation and on that basis denies it. Roblox further states that
 16 RBXFlip has not been operational since July 20, 2023, and thus Roblox denies the allegation on
 17 that basis as well. As to the second sentence, Roblox admits only that a cookie is generated on a
 18 user’s browser or device when a user visits the Roblox Services, subject to Roblox’s Privacy and
 19 Cookie Policy.¹³ Roblox denies that a Roblox user’s cookie is “linked to another website,” and on
 20 that basis denies that it “tracks” or has “knowledge.” Roblox further denies that Robux are
 21 transferred to RBXFlip. Plaintiffs’ characterizations about a purported “illegal online casino” are
 22 legal conclusions to which no response is required, but to the extent a response is required, Roblox
 23 denies them.

24 86. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 25 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 26 Roblox denies Plaintiffs’ characterization regarding the alleged use of Robux. Roblox further states

27 28 ¹³ See Roblox, Roblox Privacy and Cookie Policy, available here: <https://en.help.roblox.com/hc/en-us/articles/115004630823-Roblox-Privacy-and-Cookie-Policy> (last accessed October 30, 2024).

1 that the conduct alleged in this paragraph concerning purported placement of “bets using their
 2 Robux” violates Roblox’s Terms of Use.

3 87. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 4 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 5 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 6 is required, but to the extent a response is required, Roblox denies them.

7 88. As to the first sentence, Roblox denies the allegation. On July 14, 2023, Roblox
 8 instituted a change to the holding period for transactions of virtual items. Within days, RBXFlip
 9 became non-operational and has remained non-operational since then despite multiple factual
 10 contentions contained in the multiple complaints filed in the case that have incorrectly stated and
 11 suggested otherwise.

12 As to the second sentence, Roblox admits that it made a takedown requests on or
 13 around April 4, 2019, April 12, 2021, and June 2021, requesting that the server hosting RBXFlip
 14 shut the website down. Roblox denies the remainder of Plaintiffs’ characterizations in the second
 15 sentence and the third sentence.

16 As to the fourth and fifth sentences, Roblox lacks sufficient information or
 17 knowledge to form a belief as to the truth of the Plaintiffs’ allegations and on that basis denies
 18 them. Plaintiffs’ characterizations about purported “gambling” and a “gambling operation” are
 19 legal conclusions to which no response is required, but to the extent a response is required, Roblox
 20 denies them.

21 89. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 22 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.

23 90. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 24 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 25 To the extent a further response is required, Roblox states that Bloxflip’s Terms speak for
 26 themselves and denies Plaintiffs’ characterizations of the substance of them. Roblox further states
 27 that any purported use of Robux on Bloxflip violates Roblox’s Terms of Use.

1 91. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 2 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 3 To the extent a further response is required, Roblox states that Bloxflip's FAQ speak for themselves
 4 and denies Plaintiffs' characterizations of the substance of them. Roblox further states that any
 5 purported use of Robux on Bloxflip violates Roblox's Terms of Use.

6 92. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 7 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 8 Roblox further states that the allegation fails to acknowledge that the cropped screenshot included
 9 with the allegation identifies multiple ways to purportedly "deposit" on Bloxflip, including use of
 10 credit cards, debit cards, crypto, gift cards, fiat currency, and blox.land. Insofar as the Bloxflip
 11 FAQ purport to refer to Robux, Roblox states that the purported ability to "deposit" Robux on the
 12 site violates Roblox's Terms of Use.

13 93. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 14 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 15 Roblox states that the Bloxflip homepage and YouTube video cited in footnote 20 speak for
 16 themselves, and denies Plaintiffs' characterizations of the substance of them. Roblox further states
 17 that any purported use of Robux on Bloxflip violates Roblox's Terms of Use. Plaintiffs'
 18 characterizations about purported "gambling" are legal conclusions to which no response is
 19 required, but to the extent a response is required, Roblox denies them.

20 94. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 21 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 22 Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no response
 23 is required, but to the extent a response is required, Roblox denies them.

24 95. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 25 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 26 To the extent a further response is required, Roblox denies that Bloxflip has any right or ability to
 27 "offer[] free Robux" to anyone. As Roblox makes clear, "**[t]here is no such thing as free Robux**

1 or membership offers, tricks, or codes. If a person, video, website, or game tries to tell you there
 2 is one, this is a scam and a violation of our Terms of Use.”¹⁴ (emphasis added). Plaintiffs’
 3 characterizations about purported “gambling” are legal conclusions to which no response is
 4 required, but to the extent a response is required, Roblox denies them.

5 96. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 6 the allegations in this paragraph as they relate to another Defendant and other third parties, and on
 7 that basis denies them. Roblox states that the TikTok video cited in footnote 21 speaks for itself
 8 and denies Plaintiffs’ characterizations of the substance of the video. Roblox further states that the
 9 conduct alleged in the TikTok video violates Roblox’s Terms of Use.

10 97. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 11 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 12 Roblox further states that any purported use of Robux on Bloxflip violates Roblox’s Terms of Use.
 13 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 14 is required, but to the extent a response is required, Roblox denies them.

15 98. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 16 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 17 Roblox states that, contrary to the factual contention asserted in this paragraph, the Bloxflip Terms
 18 of Service do not contain the phrase referenced in this allegation, nor do they refer to cashing out
 19 purported “Robux”. In any event, Roblox denies that any user could legitimately “cashout” Robux
 20 through Bloxflip because Robux have no real world value. Any purported use of Robux on Bloxflip
 21 in this manner violates Roblox’s Terms of Use.

22 99. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 23 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 24 Roblox states that there are no Robux on Bloxflip that can be legitimately “withdrawn” from that
 25 site because its Terms of Use prohibit users from using, acquiring, or distributing Robux except

26
 27 ¹⁴ See Roblox, Free Robux or Membership Generators, available here:
 28 <https://en.help.roblox.com/hc/en-us/articles/204262550-Free-Robux-or-Membership-Generators>
 (last accessed October 30, 2024).

1 through the Services and as expressly allowed by Roblox under its Terms of Use. Any purported
 2 use of Robux on Bloxflip in the manner alleged violates Roblox's Terms of Use.

3 100. Roblox denies the allegations about it. Roblox lacks sufficient information or
 4 knowledge to form a belief as to the truth of the allegations about another Defendant or a purported
 5 "storage bot" and on that basis denies them. Plaintiffs' characterizations about purported
 6 "gambling" are legal conclusions to which no response is required, but to the extent a response is
 7 required, Roblox denies them.

8 101. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 9 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 10 Roblox states that the cited YouTube video speaks for itself and denies Plaintiffs' characterization
 11 of the substance of the video. As to the last sentence, Roblox denies the allegation. Plaintiffs'
 12 characterizations about purported "gambling" are legal conclusions to which no response is
 13 required, but to the extent a response is required, Roblox denies them.

14 102. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 15 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 16 Roblox states that the RBLXWild homepage speaks for itself and denies Plaintiffs' characterization
 17 of its substance. Plaintiffs' characterizations about purported "gambling" are legal conclusions to
 18 which no response is required, but to the extent a response is required, Roblox denies them.

19 103. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 20 the allegations in this paragraph because they relate to another Defendant and on that basis denies
 21 them.

22 104. Roblox denies the allegations about it. Roblox lacks sufficient information or
 23 knowledge to form a belief as to the truth of the allegations about another Defendant or a purported
 24 "storage bot" and on that basis denies them. Plaintiffs' characterizations about purported
 25 "gambling" are legal conclusions to which no response is required, but to the extent a response is
 26 required, Roblox denies them.

27 105. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 28

1 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 2 Roblox states that the cited webpage in footnote 25 speaks for itself and denies Plaintiffs'
 3 characterizations of its substance.

4 106. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 5 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 6 Roblox further states that there are no Robux on RBLXWild that can be legitimately “withdrawn”
 7 because Roblox’s Terms of Use prohibit users from using, acquiring, or distributing Robux except
 8 through the Services and as expressly allowed by Roblox under its Terms of Use. Any purported
 9 use of Robux on RBLXWild in this manner violates Roblox’s Terms of Use.

10 107. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 11 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.

12 108. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 13 the allegations in this paragraph as they relate to another Defendant and other third parties, and on
 14 that basis denies them. To the extent a further response is necessary, Roblox states that the
 15 YouTube videos cited in footnotes 26–28 speak for themselves and denies Plaintiffs'
 16 characterizations of the substance of these videos. Roblox further states that the conduct alleged in
 17 these videos violates Roblox’s Terms of Use.

18 109. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 19 the allegations in this paragraph as they relate to another Defendant and on that basis denies them.
 20 Roblox states that the alleged use of Robux to “wager” in RBLXWild violates Roblox’s Terms of
 21 Use. Roblox denies the remainder of the allegations about it.

22 110. Denied. Roblox further notes that the Court has already determined that “the
 23 complaint fails to plead the existence of a conspiracy that includes Roblox.” ECF No. 66 at 1.

24 111. Denied.

25 112. Roblox admits the allegation in the first sentence. As to the remainder of this
 26 paragraph, Roblox lacks sufficient information or knowledge to form a belief as to the truth of the
 27 allegations as they relate to other Defendants and third parties and on that basis denies them.

1 Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no response
 2 is required, but to the extent a response is required, Roblox denies them.

3 113. Denied.

4 114. As to this paragraph, Roblox lacks sufficient information or knowledge to form a
 5 belief as to the truth of the allegations as they relate to other Defendants and a hypothetical user
 6 and a hypothetical transaction, and on that basis denies them. Roblox denies that providing one's
 7 Roblox login credentials to a third-party site creates a "link" between the Roblox account and the
 8 third-party site. The allegations in this paragraph describe Roblox credential sharing, which
 9 Roblox's Terms of Use prohibit, except for minor users sharing credentials with their guardians.
 10 As to the fourth sentence, Roblox denies that the third-party sites always "automatically initiate
 11 removal of Robux from the user's account without any additional input from the user." Plaintiffs'
 12 characterizations about purported "gambling" are legal conclusions to which no response is
 13 required, but to the extent a response is required, Roblox denies them.

14 115. As to this paragraph, Roblox lacks sufficient information or knowledge to form a
 15 belief as to the truth of the allegations because they relate to other Defendants and a hypothetical user
 16 and a hypothetical transaction, and on that basis denies them. As to the second sentence,
 17 Roblox lacks sufficient knowledge or information to form a belief as to what entity, if any, controls
 18 the "Stock Account." Roblox denies that it does not allow users to gift Roblox to each other, as
 19 people can purchase a Roblox gift card—redeemable for Robux—for another person. As to the third
 20 sentence, Roblox lacks sufficient information or knowledge to form a belief as to the truth of the
 21 allegation that the "item or experience" is "useless" or a "dummy" and on that basis denies the
 22 allegation. Plaintiffs' characterizations about purported "gambling" are legal conclusions to which
 23 no response is required, but to the extent a response is required, Roblox denies them.

24 116. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 25 the allegations because they relate to other Defendants and a hypothetical user and a hypothetical
 26 transaction, and on that basis denies them. As stated in Roblox's Terms of Use, "Roblox does not
 27 recognize or take responsibility for third-party services that allow Users to sell, transfer, purchase,

1 or otherwise use Robux or Virtual Content, and any such use by a User is a violation of the Roblox
 2 Terms.”¹⁵ Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which
 3 no response is required, but to the extent a response is required, Roblox denies them.

4 117. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 5 the allegations because they relate to a hypothetical user and a hypothetical transaction, and on that
 6 basis denies them. Plaintiffs’ characterizations about purported “gambling” are legal conclusions
 7 to which no response is required, but to the extent a response is required, Roblox denies them.

8 118. As to this paragraph, Roblox lacks sufficient information or knowledge to form a
 9 belief as to the truth of the allegations because they relate to a hypothetical user and a hypothetical
 10 transaction, and on that basis denies them. As to the second sentence, Roblox lacks sufficient
 11 information or knowledge to form a belief as to the truth of the allegation that the “item or
 12 experience” is “useless” or a “dummy” and on that basis denies the allegation.

13 119. As to this paragraph, Roblox lacks sufficient information or knowledge to form a
 14 belief as to the truth of the allegations because they relate to a hypothetical user and on that basis
 15 denies them. As to the second sentence, denied. Unless the Robux are refunded, Roblox receives
 16 at least 30% of the Robux exchanged in every user-to-creator transaction for Virtual Content that
 17 occurs on the Roblox Services.

18 120. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 19 the allegations because they relate to a hypothetical user and a hypothetical transaction, and on that
 20 basis denies them.

21 121. Roblox lacks sufficient information or knowledge to form a belief as to the truth of
 22 the allegations because they relate to a hypothetical user and a hypothetical transaction, and on that
 23 basis denies them. Roblox denies Plaintiffs’ characterization of the “30% fee” in this paragraph
 24 because, unless the Robux are refunded, Roblox receives at least 30% of the Robux exchanged in
 25 every user-to-creator transaction for Virtual Content that occurs on the Roblox Services.

26 122. Denied.

27 15 Roblox, Roblox Terms of Use, § 3.d, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

1 123. Roblox admits that its annual revenue in 2023 was approximately \$2.8 billion and
 2 that it earned revenue from sales of Robux. Roblox denies that it receives revenue from merely
 3 collecting at least 30% of the Robux on user-to-creator transactions for Virtual Content that occur
 4 on the Roblox Services.

5 124. As to the first sentence, Roblox denies the allegation. As Roblox's Terms of Use
 6 state, "Robux are not a substitute for real currency, do not earn interest, and have no equivalent
 7 value in real currency."¹⁶ As to the second sentence, Roblox denies Plaintiffs' characterizations
 8 and refers to its prior responses.

9 125. Denied.

10 126. Denied.

11 127. Denied as to Roblox. Roblox lacks sufficient knowledge or information to form a
 12 belief as to the truth of the allegations in this paragraph with respect to conduct by third parties or
 13 third-party websites.

14 128. Denied.

15 129. Roblox denies Plaintiffs' allegations in this paragraph, which mischaracterize filings
 16 by the plaintiff in *Jane Doe v. Roblox Corporation*, 3:21-cv-03943-WHO (N.D. Cal.). Specifically,
 17 the plaintiff (not Roblox) moved for preliminary approval of a class settlement in that case. *Id.*
 18 ECF No. 83. The motion explains that the "the proposed Settlement Class contains a specific
 19 exclusion for a limited number of accounts who lost content for which they spent more than 80,000
 20 Robux, worth over \$1,000," which the plaintiff's motion characterized as a "laundering exclusion."
 21 *Id.* at 6:27-7:1. The proposed settlement agreement to which Roblox agreed does not refer to a
 22 purported "laundering exclusion." Instead, the agreement explains that the settlement class
 23 excluded, among other things, "the individuals who own the accounts identified in Exhibit D ... a
 24 list of 311 accounts that Roblox has determined spent over 80,000 Robux (equating to over \$1,000)
 25 on moderated items and falls into one or more of these three categories: (1) the account used Robux
 26 to acquire the same virtual item multiple times, (2) the account used Robux to acquire a virtual item

27
 28 ¹⁶ See *id.* § 3.a.

1 after that item had already been moderated, or (3) the account created a virtual item and then used
 2 Robux to acquire it themselves.” *Id.* ECF No. 54-1, at 54-1 at 8:20-25. In its Statement of Non-
 3 Opposition to Plaintiffs’ Motion for Preliminary Approval of Class Settlement, Roblox stated
 4 “Plaintiff correctly stated in her motion for preliminary approval that the reason the 311 accounts
 5 connected with these transactions are properly excluded from the settlement class is ‘because these
 6 individuals did not appear to be engaging in bona fide purchases, and so have not been defrauded
 7 and may not have a legitimate claim.’” *Id.* ECF 62 at 5. Roblox also stated: “[a]lthough such facts
 8 justify excluding these accounts from a class settlement under Rule 23, there are lawful reasons
 9 why users might engage in such unusual transactions,” that “Roblox has controls in place to prevent
 10 money laundering and similar conduct, and to the extent these accounts were found to have violated
 11 the Roblox Terms of Use, they were terminated or otherwise moderated pursuant to Roblox’s
 12 policies.” *Id.* Roblox therefore “disgree[d] with any blanket characterization of these transactions
 13 as ‘money laundering.’” *Id.* Roblox lacks sufficient information or knowledge to form a belief as
 14 to Plaintiffs’ allegations regarding other Defendants and on that basis denies them.

15 130. Roblox denies Plaintiffs’ allegation of a “laundering exclusion class” in the
 16 proposed settlement in *Doe v. Roblox Corporation*, 3:21-cv-03943-WHO (N.D. Cal.), on the basis
 17 of Roblox’s response to paragraph 129. Roblox lacks sufficient information or knowledge to form
 18 a belief as to Plaintiffs’ allegations regarding other Defendants and on that basis denies them.
 19 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 20 is required, but to the extent a response is required, Roblox denies them.

21 131. As to the first sentence, Roblox denies Plaintiffs’ allegation on the basis of Roblox’s
 22 response to paragraph 129. As to the second sentence, Roblox admits that, unless the Robux are
 23 refunded, Roblox receives at least 30% of the Robux exchanged in a user-to-creator transaction for
 24 Virtual Content that occurs on the Roblox Services, and denies Plaintiffs’ characterizations.

25 132. Denied.

26 133. As to this paragraph, Roblox lacks sufficient information or knowledge to form a
 27 belief as to the truth of the allegation as it relates to other Defendants and on that basis denies the

1 allegation. Roblox denies that “Robux” can be wagered in the third-party websites. Roblox further
 2 denies that any purported “Robux” referenced in this allegation had any monetary value. Roblox
 3 states that the YouTube video speaks for itself and denies Plaintiffs’ characterizations of the
 4 substance of it. Plaintiffs’ characterizations about purported “gambling” are legal conclusions to
 5 which no response is required, but to the extent a response is required, Roblox denies them.

6 134. Roblox states that the YouTube video speaks for itself and denies Plaintiffs’
 7 characterizations of the substance of it. Roblox denies that “Robux” can be wagered in the third-
 8 party websites, and Plaintiffs’ own allegations contradict this assertion. Roblox further denies that
 9 any purported “Robux” referenced in this allegation had any monetary value and denies Plaintiffs’
 10 pure speculation regarding the purported “amount of Robux bet” on RBXFlip.

11 135. Denied.

12 136. As to the first sentence, Roblox states that the social media post cited in this
 13 paragraph speaks for itself and denies Plaintiffs’ characterizations of the substance of the post. As
 14 to the remainder of the paragraph, Roblox denies Plaintiffs’ characterizations of Roblox’s
 15 interactions with GreekCraft, as such interactions speak for themselves.

16 137. As to this entire paragraph, Plaintiffs’ characterizations about Roblox’s actual or
 17 constructive knowledge and purported “gambling” are legal conclusions to which no response is
 18 required, but to the extent a response is required, Roblox denies them. As to the second sentence,
 19 Roblox further denies that it “did nothing” and denies Plaintiffs’ remaining allegations.

20 138. As to the first sentence, Roblox states that the social media post cited in this
 21 paragraph speaks for itself and denies Plaintiffs’ characterizations of the substance of the post. As
 22 to the second sentence, Roblox denies Plaintiffs’ characterization that it “monitors” Roblox Trading
 23 News. Roblox admits that its Twitter/X account follows the Twitter/X account of Roblox Trading
 24 News.

25 139. Roblox states that the social media post cited in this paragraph speaks for itself and
 26 denies Plaintiffs’ characterizations of the substance of the post.

27 140. Roblox lacks sufficient knowledge or information to form a belief as to the truth of

1 the allegations and characterizations in this paragraph with respect to conduct by third parties or
 2 third-party websites. Roblox further states that the screenshots included in this paragraph speak for
 3 themselves and denies Plaintiffs' characterizations of them.

4 141. Denied.

5 142. Denied.

6 143. Denied.

7 144. Denied.

8 145. Roblox admits that Plaintiffs contend that Aracely Soucek is the parent and next
 9 friend of N.S., whom Plaintiffs contend is a minor residing in California. Roblox admits that
 10 Plaintiffs have identified in discovery Roblox accounts Plaintiff N.S. purportedly uses. As to the
 11 allegation that N.S. uses "his own user-created account," Roblox states that the Roblox Terms of
 12 Use require that a minor's "PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT
 13 TO THE ROBLOX TERMS."¹⁷ The Terms of Use further provide that "BY PERMITTING A
 14 MINOR TO USE THE SERVICES, A MINOR'S PARENT OR GUARDIAN BECOMES
 15 SUBJECT TO THE ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF
 16 THE MINOR'S ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY
 17 VIRTUAL CONTENT." *Id.* The remaining allegations in this paragraph are legal arguments and
 18 conclusions to which no response is required.

19 146. Roblox admits that Plaintiffs have identified in discovery Roblox accounts that
 20 Plaintiff N.S. purportedly uses and discovery shows that such accounts purchased Robux. Roblox
 21 states that, pursuant to its U.S. Terms and Conditions for Roblox Gift Cards, an individual "must
 22 be 18 years or old to use accept or redeem [Gift] Cards. If you are not 18 years or older, you must
 23 obtain the consent of your parent or guardian to purchase or redeem Cards."¹⁸ The remaining

24 ¹⁷ See Roblox Terms of Use, available here: Introduction, <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

25 ¹⁸ Roblox, U.S. TERMS AND CONDITIONS FOR ROBLOX GIFT CARDS AND CREDITS § 7,
 26 available here: <https://en.help.roblox.com/hc/en-us/articles/15062225302804-U-S-TERMS-AND-CONDITIONS-FOR-ROBLOX-GIFT-CARDS-AND-CREDITS#:~:text>You%20must%20be%2018%20years,Unauthorized%20Use%20of%20Credit%20S.>

1 allegations are legal arguments and conclusions to which no response is required.

2 147. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 3 the factual allegations in this paragraph, and notes that the allegation vaguely refers to “in-game
 4 currency,” not Robux. To the extent the phrase “in-game currency” purports to refer to Robux,
 5 Roblox states that Robux may only be used on the Roblox Services consistent with Roblox’s Terms
 6 of Use. Any purported use by Minor Plaintiff N.S. of Robux to engage in alleged “gambling”
 7 violated Roblox’s Terms of Use. Plaintiffs’ characterizations about purported “gambling” are legal
 8 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 9 them.

10 148. Roblox denies that N.S. “paid money” to off-platform third-party websites through
 11 Roblox. Roblox further states that any use by N.S. of the Roblox Services in this manner violated
 12 Roblox’s Terms of Use. Roblox admits that Plaintiffs have produced documents in discovery
 13 showing activity on Bloxflip purportedly by N.S., but Plaintiffs have not identified any such activity
 14 on RBXFlip despite the contrary allegation. Roblox otherwise lacks sufficient knowledge or
 15 information to form a belief as to the truth of the allegations regarding N.S.’s use of the alleged
 16 websites and on that basis denies them. Plaintiffs’ characterizations about purported “gambling”
 17 are legal conclusions to which no response is required, but to the extent a response is required,
 18 Roblox denies them.

19 149. Roblox denies that N.S. “lost” Robux playing games in third-party websites off of
 20 the Roblox platform. Roblox further states that any use by N.S. of Robux in this manner violated
 21 Roblox’s Terms of Use. Roblox lacks sufficient knowledge or information to form a belief as to
 22 the truth of the allegations regarding N.S.’s use of the alleged websites and on that basis denies
 23 them. Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no
 24 response is required, but to the extent a response is required, Roblox denies them.

25 150. Roblox denies that N.S. “wager[ed]” Robux in third-party websites off of the Roblox
 26 platform. Roblox lacks sufficient knowledge or information to form a belief as to the truth of the
 27 allegations about Aracely Soucek’s purported lack of awareness of her son’s online activities and

1 on that basis denies them. Plaintiffs' characterizations about purported "gambling" are legal
 2 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 3 them.

4 151. Roblox states that the allegations in this paragraph concern fraud-based claims that
 5 the Court has dismissed with prejudice and without leave to amend and denies them on that basis.
 6 *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. To the extent a further response is required, Roblox
 7 lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this
 8 paragraph and on that basis denies them. Plaintiffs' characterizations about purported "gambling"
 9 are legal conclusions to which no response is required, but to the extent a response is required,
 10 Roblox denies them.

11 152. Roblox admits that Plaintiffs contend that Yaniv De Ridder is a resident of
 12 California and the parent and next friend of T.D., whom Plaintiffs contend is a minor residing in
 13 Belgium. Roblox admits that Plaintiffs have identified in discovery Roblox accounts Plaintiff T.D.
 14 purportedly uses. As to the allegation that T.D. uses "his own user-created account," Roblox states
 15 that the Roblox Terms of Use require that a minor's "PARENT OR LEGAL GUARDIAN MUST
 16 READ AND CONSENT TO THE ROBLOX TERMS."¹⁹ The Terms of Use further provide that
 17 "BY PERMITTING A MINOR TO USE THE SERVICES, A MINOR'S PARENT OR
 18 GUARDIAN BECOMES SUBJECT TO THE ROBLOX TERMS AND AGREES TO BE
 19 RESPONSIBLE FOR ALL OF THE MINOR'S ACTIVITIES ON THE SERVICES, INCLUDING
 20 THE PURCHASE OF ANY VIRTUAL CONTENT."²⁰ The remaining allegations in this
 21 paragraph are legal arguments and conclusions to which no response is required.

22 153. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 23 the factual allegations in this paragraph. To the extent a further response is required as to the
 24 allegation that T.D. "created" his Roblox accounts, Roblox states that the Roblox Terms of Use
 25 require that a minor's "PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO

26
 27 ¹⁹ See Roblox Terms of Use, Introduction, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

28 ²⁰ *Id.*

1 THE ROBLOX TERMS.”²¹ The Terms of Use further provide that “BY PERMITTING A MINOR
 2 TO USE THE SERVICES, A MINOR’S PARENT OR GUARDIAN BECOMES SUBJECT TO
 3 THE ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR’S
 4 ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY VIRTUAL
 5 CONTENT.”²²

6 154. Roblox admits that Plaintiffs have identified in discovery Roblox accounts that they
 7 contend are Plaintiff T.D.’s Roblox accounts, and discovery shows that such accounts purchased
 8 Robux. Roblox states that, pursuant to its U.S. Terms and Conditions for Roblox Gift Cards, an
 9 individual “must be 18 years or older to use, accept or redeem [Gift] Cards. If you are not 18 years
 10 or older, you must obtain the consent of your parent or guardian to purchase or redeem Cards.”²³
 11 The remaining allegations are legal arguments and conclusions to which no response is required.

12 155. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 13 the factual allegations in this paragraph, and notes that the allegation vaguely refers to “in-game
 14 currency,” not Robux. To the extent the phrase “in-game currency” purports to refer to Robux,
 15 Roblox states that Robux may only be used on the Roblox Services consistent with Roblox’s Terms
 16 of Use. Any purported use by Minor Plaintiff T.D. of Robux to engage in alleged “gambling”
 17 violated Roblox’s Terms of Use. Plaintiffs’ characterizations about purported “gambling” are legal
 18 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 19 them.

20 156. Roblox denies that T.D. “paid money” to off-platform third-party websites through
 21 Roblox. Roblox further states that any use by T.D. of the Roblox Services in this manner violated
 22 Roblox’s Terms of Use. Roblox admits that Plaintiffs have produced documents in discovery

23 ²¹ See Roblox Terms of Use, Introduction, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

24 ²² *Id.*

25 ²³ See Roblox, U.S. TERMS AND CONDITIONS FOR ROBLOX GIFT CARDS AND CREDITS
 26 § 7, available here: <https://en.help.roblox.com/hc/en-us/articles/15062225302804-U-S-TERMS-AND-CONDITIONS-FOR-ROBLOX-GIFT-CARDS-AND-CREDITS#:~:text>You%20must%20be%2018%20years,Unauthorized%20Use%20of%20Credit%20S.>

1 showing activity on Bloxflip, Bloxmoon, and RBLXWild purportedly by T.D., but Plaintiffs have
 2 not identified any such activity on RBXFlip or any other purported website despite the contrary
 3 allegation. Roblox otherwise lacks sufficient knowledge or information to form a belief as to the
 4 truth of the allegations regarding T.D.’s use of the alleged websites and on that basis denies them.
 5 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 6 is required, but to the extent a response is required, Roblox denies them.

7 157. Roblox denies that T.D. “paid money” to off-platform third-party websites through
 8 Roblox. Roblox further states that any use by T.D. of the Roblox Services in this manner violated
 9 Roblox’s Terms of Use. Roblox lacks sufficient knowledge or information to form a belief as to the
 10 truth of the allegations regarding T.D.’s use of the alleged websites and on that basis denies them.
 11 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 12 is required, but to the extent a response is required, Roblox denies them.

13 158. Roblox denies that T.D. “lost” Robux playing games in third-party websites off of the
 14 Roblox platform. Roblox further states that any use by T.D. of Robux in this manner violated
 15 Roblox’s Terms of Use. Roblox lacks sufficient knowledge or information to form a belief as to the
 16 truth of the allegations regarding T.D.’s use of the alleged websites and on that basis denies them.
 17 Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no response
 18 is required, but to the extent a response is required, Roblox denies them.

19 159. Roblox denies that T.D. “wager[ed]” Robux in third-party websites off of the
 20 Roblox platform. Roblox lacks sufficient knowledge or information to form a belief as to the truth
 21 of the allegations about Yaniv De Ridder’s purported lack of awareness of his son’s online activities
 22 and on that basis denies them. Plaintiffs’ characterizations about purported “gambling” are legal
 23 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 24 them.

25 160. Roblox states that the allegations in this paragraph concern fraud-based claims that
 26 the Court has dismissed with prejudice and without leave to amend and denies them on that basis.
 27 *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. To the extent a further response is required, Roblox

1 lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this
 2 paragraph and on that basis denies them. Plaintiffs' characterizations about purported "gambling"
 3 are legal conclusions to which no response is required, but to the extent a response is required,
 4 Roblox denies them.

5 161. Roblox admits that Plaintiffs contend that Danielle Sass is the parent and next friend
 6 of L.C., whom Plaintiffs contend is a minor residing in New York. Roblox admits that Plaintiffs
 7 have identified in discovery Roblox accounts Plaintiff L.C. purportedly uses. As to the allegation
 8 that L.C. uses "his own user-created account," Roblox states that the Roblox Terms of Use require
 9 that a minor's "PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE
 10 ROBLOX TERMS."²⁴ The Terms of Use further provide that "BY PERMITTING A MINOR TO
 11 USE THE SERVICES, A MINOR'S PARENT OR GUARDIAN BECOMES SUBJECT TO THE
 12 ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR'S
 13 ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY VIRTUAL
 14 CONTENT."²⁵ The remaining allegations in this paragraph are legal arguments and conclusions
 15 to which no response is required.

16 162. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 17 the factual allegations in this paragraph. Roblox states that, pursuant to its U.S. Terms and
 18 Conditions for Roblox Gift Cards, an individual "must be 18 years or older to use, accept or redeem
 19 [Gift] Cards. If you are not 18 years or older, you must obtain the consent of your parent or guardian
 20 to purchase or redeem Cards."²⁶ The remaining allegations are legal arguments and conclusions to
 21 which no response is required.

22 163. Roblox denies that L.C. "paid money" to off-platform third-party websites through

24 ²⁴ See Roblox Terms of Use, available here: Introduction, <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

25 ²⁵ *Id.*

26 ²⁶ See Roblox, U.S. TERMS AND CONDITIONS FOR ROBLOX GIFT CARDS AND CREDITS
 § 7, available here: <https://en.help.roblox.com/hc/en-us/articles/15062225302804-U-S-TERMS-AND-CONDITIONS-FOR-ROBLOX-GIFT-CARDS-AND-CREDITS#:~:text>You%20must%20be%2018%20years,Unauthorized%20Use%20of%20Credit%20s.>

1 Roblox. Roblox further states that any use by L.C. of the Roblox Services in this manner violated
 2 Roblox's Terms of Use. Roblox admits that Plaintiffs have identified in discovery activity on
 3 Bloxflip purportedly by L.C., but Plaintiffs have not identified any such activity on any other
 4 purported website despite the contrary allegation. Roblox otherwise lacks sufficient knowledge or
 5 information to form a belief as to the truth of the allegations regarding L.C.'s use of the alleged
 6 websites and on that basis denies them. Plaintiffs' characterizations about purported "gambling"
 7 are legal conclusions to which no response is required, but to the extent a response is required,
 8 Roblox denies them.

9 164. Roblox denies that L.C. "lost" Robux playing games in third-party websites off of the Roblox
 10 platform. Roblox further states that any use by L.C. of Robux in this manner violated Roblox's Terms of Use. Roblox lacks sufficient knowledge or information to form a belief as to the truth of the allegations regarding L.C.'s use of the alleged websites and on that basis denies them. To the extent a further response is necessary, Roblox states that discovery produced by L.C. to date shows that the purported wagers by L.C. in Bloxflip greatly exceed the amount of "Robux" that L.C. purportedly used to make deposits in Bloxflip.

165. Roblox denies that L.C. "wager[ed]" Robux in third-party websites off of the Roblox platform. Roblox lacks sufficient knowledge or information to form a belief as to the truth of the allegations about Danielle Sass's purported lack of awareness of her son's online activities and on that basis denies them. Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no response is required, but to the extent a response is required, Roblox denies them.

166. Roblox states that the allegations in this paragraph concern fraud-based claims that the court has dismissed with prejudice and without leave to amend and denies them on that basis. *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. To the extent a further response is required, Roblox denies that Danielle Sass would have taken "different actions" with respect to L.C.'s use of the Roblox platform for the alleged off-site conduct because discovery produced by L.C. appears to show that L.C. repeatedly continued to use Bloxflip after the first complaint in this case was filed.

1 167. Roblox admits that Plaintiffs contend that David L. Gentry is the parent and next
 2 friend of L.G., whom Plaintiffs contend is a minor residing in South Carolina. Roblox admits that
 3 Plaintiffs have identified in discovery Roblox accounts Plaintiff L.G. purportedly used. As to the
 4 allegation that L.G. uses “his own user-created account,” Roblox states that the Roblox Terms of
 5 Use require that a minor’s “PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT
 6 TO THE ROBLOX TERMS.”²⁷ The Terms of Use further provide that “BY PERMITTING A
 7 MINOR TO USE THE SERVICES, A MINOR’S PARENT OR GUARDIAN BECOMES
 8 SUBJECT TO THE ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF
 9 THE MINOR’S ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY
 10 VIRTUAL CONTENT.”²⁸ The remaining allegations in this paragraph are legal arguments and
 11 conclusions to which no response is required.

12 168. Roblox admits that Plaintiffs have identified in discovery Roblox accounts that they
 13 contend are Plaintiff L.G.’s Roblox accounts, and discovery shows that such accounts purchased
 14 Robux. Roblox states that, pursuant to its U.S. Terms and Conditions for Roblox Gift Cards, an
 15 individual “must be 18 years or older to use, accept or redeem [Gift] Cards. If you are not 18 years
 16 or older, you must obtain the consent of your parent or guardian to purchase or redeem Cards.”²⁹
 17 The remaining allegations are legal arguments and conclusions to which no response is required.

18 169. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 19 the factual allegations in this paragraph, and notes that the allegation vaguely refers to “in-game
 20 currency,” not Robux. To the extent the phrase “in-game currency” purports to refer to Robux,
 21 Roblox states that Robux may only be used on the Roblox Services consistent with Roblox’s Terms
 22 of Use. Any purported use by Minor Plaintiff L.G. of Robux to engage in alleged “gambling”

23
 24 ²⁷ See Roblox Terms of Use, available here: Introduction, <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

25 ²⁸ *Id.*

26 ²⁹ See Roblox, U.S. TERMS AND CONDITIONS FOR ROBLOX GIFT CARDS AND CREDITS
 27 § 7, available here: <https://en.help.roblox.com/hc/en-us/articles/15062225302804-U-S-TERMS-AND-CONDITIONS-FOR-ROBLOX-GIFT-CARDS-AND-CREDITS#:~:text>You%20must%20be%2018%20years,Unauthorized%20Use%20of%20Credit%20S.>

1 violated Roblox's Terms of Use. Plaintiffs' characterizations about purported "gambling" are legal
 2 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 3 them.

4 170. Roblox denies that L.G. "paid money" to off-platform third-party websites through
 5 Roblox. Roblox further states that any use by L.G. of the Roblox Services in this manner violated
 6 Roblox's Terms of Use. Roblox admits that Plaintiffs have identified in discovery activity on
 7 Bloxflip purportedly by L.G., but Plaintiffs have not identified any such activity on RBLXWild or
 8 RBXFlip despite the contrary allegation. Roblox otherwise lacks sufficient knowledge or
 9 information to form a belief as to the truth of the allegations regarding L.G.'s use of the alleged
 10 websites and on that basis denies them. Plaintiffs' characterizations about purported "gambling"
 11 are legal conclusions to which no response is required, but to the extent a response is required,
 12 Roblox denies them.

13 171. Roblox denies that L.G. "lost" Robux playing games in third-party websites off of
 14 the Roblox platform. Roblox further states that any use by L.G. of Robux in this manner violated
 15 Roblox's Terms of Use. Roblox lacks sufficient knowledge or information to form a belief as to
 16 the truth of the allegations regarding L.G.'s use of the alleged websites and on that basis denies
 17 them. Plaintiffs' characterizations about purported "gambling" are legal conclusions to which no
 18 response is required, but to the extent a response is required, Roblox denies them.

19 172. Roblox denies that L.G. "wager[ed]" Robux in third-party websites off of the
 20 Roblox platform. Roblox lacks sufficient knowledge or information to form a belief as to the truth
 21 of the allegations about David L. Gentry's purported lack of awareness of his son's online activities
 22 and on that basis denies them. Plaintiffs' characterizations about purported "gambling" are legal
 23 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 24 them.

25 173. Roblox states that the allegations in this paragraph concern fraud-based claims that
 26 the court has dismissed with prejudice and without leave to amend and denies them on that basis.
 27 *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. To the extent a further response is required, Roblox

1 lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this
 2 paragraph and on that basis denies them. Plaintiffs' characterizations about purported "gambling"
 3 are legal conclusions to which no response is required, but to the extent a response is required,
 4 Roblox denies them.

5 174. Roblox admits that Plaintiffs contend that Lavina Gann is the parent and next friend
 6 of S.J., whom Plaintiffs contend is a minor residing in Tennessee. Roblox admits that Plaintiffs
 7 have identified in discovery Roblox accounts Plaintiff S.J. purportedly uses. As to the allegation
 8 that S.J. uses "his own user-created account," Roblox states that the Roblox Terms of Use require
 9 that a minor's "PARENT OR LEGAL GUARDIAN MUST READ AND CONSENT TO THE
 10 ROBLOX TERMS."³⁰ The Terms of Use further provide that "BY PERMITTING A MINOR TO
 11 USE THE SERVICES, A MINOR'S PARENT OR GUARDIAN BECOMES SUBJECT TO THE
 12 ROBLOX TERMS AND AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR'S
 13 ACTIVITIES ON THE SERVICES, INCLUDING THE PURCHASE OF ANY VIRTUAL
 14 CONTENT."³¹ The remaining allegations in this paragraph are legal arguments and conclusions
 15 to which no response is required.

16 175. Roblox admits that Plaintiffs have identified in discovery Roblox accounts that they
 17 contend are Plaintiff S.J.'s Roblox accounts, and discovery shows that such accounts purchased
 18 Robux. As to the first sentence, Roblox states that, pursuant to its U.S. Terms and Conditions for
 19 Roblox Gift Cards, an individual "must be 18 years or older to use, accept or redeem [Gift] Cards.
 20 If you are not 18 years or older, you must obtain the consent of your parent or guardian to purchase
 21 or redeem Cards."³² The remaining allegations in the first sentence are legal arguments and
 22 conclusions to which no response is required. As to the second sentence, Roblox lacks sufficient

23
 24 ³⁰ See Roblox Terms of Use, available here: Introduction, <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

25 ³¹ *Id.*

26 ³² Roblox, U.S. TERMS AND CONDITIONS FOR ROBLOX GIFT CARDS AND CREDITS § 7,
 27 available here: <https://en.help.roblox.com/hc/en-us/articles/15062225302804-U-S-TERMS-AND-CONDITIONS-FOR-ROBLOX-GIFT-CARDS-AND-CREDITS#:~:text>You%20must%20be%2018%20years,Unauthorized%20Use%20of%20Credit%20S.>

1 knowledge or information to form a belief as to the truth of the allegations and on that basis denies
 2 them.

3 176. Roblox lacks sufficient knowledge or information to form a belief as to the truth of
 4 the factual allegations in this paragraph, and notes that the allegation vaguely refers to “in-game
 5 currency,” not Robux. To the extent the phrase “in-game currency” purports to refer to Robux,
 6 Roblox states that Robux may only be used on the Roblox Services consistent with Roblox’s Terms
 7 of Use. Any purported use by Minor Plaintiff S.J. of Robux to engage in alleged “gambling”
 8 violated Roblox’s Terms of Use. Plaintiffs’ characterizations about purported “gambling” are legal
 9 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 10 them.

11 177. Roblox denies that S.J. “paid money” to off-platform third-party websites through
 12 Roblox. Roblox further states that any use by S.J. of the Roblox Services in this manner violated
 13 Roblox’s Terms of Use. Roblox admits that Plaintiffs have identified in discovery activity on
 14 RBXFlip and Bloxflip purportedly by S.J., but Plaintiffs have not identified any such activity on
 15 RBLXWild or any other purported website despite the contrary allegation. Roblox otherwise lacks
 16 sufficient knowledge or information to form a belief as to the truth of the allegations regarding
 17 S.J.’s use of the alleged websites and on that basis denies them. Plaintiffs’ characterizations about
 18 purported “gambling” are legal conclusions to which no response is required, but to the extent a
 19 response is required, Roblox denies them.

20 178. Roblox denies that S.J. “lost” Robux playing games in third-party websites off of
 21 the Roblox platform. Roblox further states that any use by S.J. of Robux in this manner violated
 22 Roblox’s Terms of Use. Roblox lacks sufficient knowledge or information to form a belief as to
 23 the truth of the allegations regarding S.J.’s use of the alleged websites and on that basis denies
 24 them. Plaintiffs’ characterizations about purported “gambling” are legal conclusions to which no
 25 response is required, but to the extent a response is required, Roblox denies them.

26 179. Roblox denies that S.J. “wager[ed]” Robux in third-party websites off of the Roblox
 27 platform. Roblox lacks sufficient knowledge or information to form a belief as to the truth of the

1 allegations about Lavina Gann's purported lack of awareness of her son's online activities and on
 2 that basis denies them. Plaintiffs' characterizations about purported "gambling" are legal
 3 conclusions to which no response is required, but to the extent a response is required, Roblox denies
 4 them.

5 180. Roblox states that the allegations in this paragraph concern fraud-based claims that
 6 the court has dismissed with prejudice and without leave to amend and denies them on that basis.
 7 *See* ECF No. 65 at 8-9; ECF No. 108 at 1-3. To the extent a further response is required, Roblox
 8 lacks sufficient knowledge or information to form a belief as to the truth of the allegations in this
 9 paragraph and on that basis denies them. Plaintiffs' characterizations about purported "gambling"
 10 are legal conclusions to which no response is required, but to the extent a response is required,
 11 Roblox denies them.

12 181. The allegations in this paragraph are legal arguments and conclusions regarding
 13 class certification to which no response is required. To the extent a response is required, Roblox
 14 denies the allegations.

15 182. The allegations in this paragraph are legal arguments and conclusions regarding
 16 class certification to which no response is required. To the extent a response is required, Roblox
 17 denies the allegations and denies that a class can be certified in this case.

18 183. The allegations in this paragraph are legal arguments and conclusions regarding
 19 class certification to which no response is required. To the extent a response is required, Roblox
 20 denies the allegations and denies that a class can be certified in this case.

21 184. The allegations in this paragraph are legal arguments and conclusions to which no
 22 response is required. To the extent a response is required, Roblox denies that Plaintiffs may reserve
 23 an alleged right to modify or amend any alleged class definition.

24 185. The allegations in this paragraph are legal arguments and conclusions regarding
 25 class certification to which no response is required. To the extent a response is required, Roblox
 26 denies the allegations and denies that a class can be certified in this case.

27 186. The allegations in this paragraph are legal arguments and conclusions regarding

1 class certification to which no response is required. To the extent a response is required, Roblox
 2 denies the allegations and denies that a class can be certified in this case.

3 187. The allegations in this paragraph are legal arguments and conclusions regarding
 4 class certification to which no response is required. To the extent a response is required, Roblox
 5 denies the allegations.

6 188. The allegations in this paragraph are legal arguments and conclusions regarding
 7 class certification to which no response is required. To the extent a response is required, Roblox
 8 denies the allegations.

9 189. The allegations in this paragraph are legal arguments and conclusions regarding
 10 class certification to which no response is required. To the extent a response is required, Roblox
 11 denies the allegations.

12 190. The allegations in this paragraph are legal arguments and conclusions regarding
 13 class certification to which no response is required. To the extent a response is required, Roblox
 14 denies the allegations.

15 191. The allegations in this paragraph are legal arguments and conclusions regarding
 16 class certification to which no response is required. To the extent a response is required, Roblox
 17 denies the allegations.

18 192. The allegation in this paragraph is a legal argument and conclusion to which no
 19 response is required. To the extent a response is required, Roblox denies the allegation.

20 193. Roblox incorporates its responses to all foregoing allegations as if fully set forth.

21 194. The allegations in this paragraph are legal arguments and conclusions regarding
 22 class certification to which no response is required. To the extent a response is required, Roblox
 23 denies the allegations.

24 195. The allegations in this paragraph are legal arguments and conclusions to which no
 25 response is required. To the extent a response is required, Roblox denies the allegations.

26 196. The allegations in this paragraph are legal arguments and conclusions to which no
 27 response is required. To the extent a response is required, the allegations are denied. Roblox further

1 states that the cited laws speak for themselves and denies Plaintiffs' characterizations of them.
 2 Roblox denies the allegations about it. Roblox lacks sufficient information or knowledge as to the
 3 allegations relating to other Defendants and on that basis denies them.

4 197. The allegations in this paragraph are legal arguments and conclusions to which no
 5 response is required. To the extent a response is required, the allegations are denied. Roblox further
 6 denies that Plaintiffs have any right to allege other purported violations of law.

7 198. The allegations in this paragraph are legal arguments and conclusions to which no
 8 response is required. To the extent a response is required, Roblox denies the allegations about it.
 9 Roblox lacks sufficient information or knowledge as to the allegations relating to other Defendants
 10 and on that basis denies them.

11 199. The allegations in this paragraph are legal arguments and conclusions to which no
 12 response is required. To the extent any response is required, Roblox denies that Plaintiffs or any
 13 putative Class Members are entitled to restitution from Roblox, and denies the remainder of the
 14 allegations about it. Roblox lacks sufficient information or knowledge as to the allegations relating
 15 to other Defendants and on that basis denies them.

16 200. The allegations in this paragraph are legal arguments and conclusions to which no
 17 response is required. To the extent a response is required, Roblox incorporates its responses to all
 18 foregoing allegations as if fully set forth.

19 201. The allegations in this paragraph are legal arguments and conclusions to which no
 20 response is required. To the extent a response is required, Roblox denies that Plaintiffs may pursue
 21 this claim on a class-wide basis.

22 202. The allegations in this paragraph are legal arguments and conclusions to which no
 23 response is required. To the extent a response is required, Roblox denies the allegations.

24 203. The allegations in this paragraph are legal arguments and conclusions to which no
 25 response is required. To the extent a response is required, Roblox states that Cal. Bus. & Prof.
 26 Code § 17200 speaks for itself.

27 204. The allegations in this paragraph are legal arguments and conclusions to which no
 28

1 response is required. To the extent any response is required, Roblox denies the allegations about
 2 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
 3 Defendants and on that basis denies them.

4 205. The allegations in this paragraph are legal arguments and conclusions to which no
 5 response is required. To the extent any response is required, Roblox denies the allegations about
 6 it. As Roblox's Terms of Use state, "Robux are not a substitute for real currency, do not earn
 7 interest, and have no equivalent value in real currency."³³ Roblox lacks sufficient information or
 8 knowledge as to the allegations relating to other Defendants and on that basis denies them.

9 206. The allegations in this paragraph are legal arguments and conclusions to which no
 10 response is required. To the extent any response is required, Roblox denies the allegations about
 11 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
 12 Defendants and on that basis denies them.

13 207. The allegations in this paragraph are legal arguments and conclusions to which no
 14 response is required. To the extent any response is required, Roblox states that Cal. Bus. & Prof.
 15 Code § 19801(c) speaks for itself and denies Plaintiffs' characterization of the provision. Roblox
 16 denies the allegations about it. Roblox lacks sufficient information or knowledge as to the
 17 allegations relating to other Defendants and on that basis denies them.

18 208. The allegations in this paragraph are legal arguments and conclusions to which no
 19 response is required. To the extent any response is required, Roblox states that Cal. Bus. & Prof.
 20 Code § 19801(d) speaks for itself and denies Plaintiffs' characterization of the provision. Roblox
 21 denies the allegations about it. Roblox lacks sufficient information or knowledge as to the
 22 allegations relating to other Defendants and on that basis denies them.

23 209. The allegations in this paragraph are legal arguments and conclusions to which no
 24 response is required. To the extent any response is required, Roblox states that Cal. Bus. & Prof.
 25 Code § 19801(g) speaks for itself and denies Plaintiffs' characterization of the provision. Roblox
 26 denies the allegations about it. Roblox lacks sufficient information or knowledge as to the

27 ³³ See Roblox Terms of Use, § 3.a, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.

1 allegations relating to other Defendants and on that basis denies them.

2 210. The allegations in this paragraph are legal arguments and conclusions to which no
3 response is required. To the extent any response is required, Roblox denies the allegations about
4 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
5 Defendants and on that basis denies them.

6 211. The allegations in this paragraph are legal arguments and conclusions to which no
7 response is required. To the extent any response is required, Roblox denies the allegations about
8 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
9 Defendants and on that basis denies them.

10 212. The allegations in this paragraph are legal arguments and conclusions to which no
11 response is required. To the extent any response is required, Roblox denies the allegations about
12 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
13 Defendants and on that basis denies them.

14 213. The allegations in this paragraph are legal arguments and conclusions to which no
15 response is required. To the extent any response is required, Roblox denies that it caused or
16 continues to cause Plaintiffs or any putative Class Members substantial injury. Roblox further
17 denies that Plaintiffs or any putative Class Members are entitled to damages from Roblox. Roblox
18 denies that Plaintiffs or putative Class Members suffered any injury or lost money and property as
19 a result of any conduct by Roblox. Roblox denies the remainder of the allegations about it. Roblox
20 lacks sufficient information or knowledge as to the allegations relating to other Defendants and on
21 that basis denies them.

22 214. The allegations in this paragraph are legal arguments and conclusions to which no
23 response is required. To the extent any response is required, Roblox denies that Plaintiffs or any
24 putative Class Members are entitled to restitution from Roblox or that Roblox engaged in any
25 “unfair competition.”

26 215. Roblox incorporates its responses to all foregoing allegations as if fully set forth.

27 216. Roblox incorporates its responses to all foregoing allegations as if fully set forth.

1 217. The allegations in this paragraph are legal arguments and conclusions to which no
 2 response is required. To the extent a response is required, Roblox denies that Plaintiffs may pursue
 3 this claim on a class-wide basis.

4 218. The allegations in this paragraph are legal arguments and conclusions to which no
 5 response is required. To the extent a response is required, Roblox states that federal law, California
 6 law, New York law, South Carolina law, and Tennessee law speak for themselves and denies
 7 Plaintiffs' characterizations of the laws.

8 219. The allegations in this paragraph are legal arguments and conclusions to which no
 9 response is required. To the extent a response is required, Roblox states that federal law, California
 10 law, and New York law speak for themselves and denies Plaintiffs' characterization of the laws.

11 220. The allegations in this paragraph are legal arguments and conclusions to which no
 12 response is required. To the extent a response is required, Roblox states that 18 U.S.C. § 1955
 13 speaks for itself and denies Plaintiffs' characterization of the law. Roblox lacks sufficient
 14 information or knowledge as to the allegations relating to other Defendants and on that basis denies
 15 them.

16 221. The allegations in this paragraph are legal arguments and conclusions to which no
 17 response is required. To the extent a response is required, Roblox states that 18 U.S.C. § 1955
 18 speaks for itself and denies Plaintiffs' characterization of the law. Roblox lacks sufficient
 19 information or knowledge as to the allegations relating to other Defendants and on that basis denies
 20 them.

21 222. The allegations in this paragraph are legal arguments and conclusions to which no
 22 response is required. To the extent a response is required, Roblox states that each law cited speaks
 23 for itself and denies Plaintiffs' characterization of these laws. Roblox lacks sufficient information
 24 or knowledge as to the allegations relating to other Defendants and on that basis denies them.

25 223. The allegations in this paragraph are legal arguments and conclusions to which no
 26 response is required. To the extent a response is required, Roblox states that the New York State
 27 Constitution and California, New York, South Carolina, and Tennessee law speak for themselves

1 and denies Plaintiffs' characterization of these laws.

2 224. The allegations in this paragraph are legal arguments and conclusions to which no
 3 response is required. To the extent a response is required, Roblox states that each above-referenced
 4 law speaks for itself and denies Plaintiffs' characterization of the laws and purported legal
 5 obligations, if any, imposed by them. Roblox denies the allegations about it. Roblox lacks
 6 sufficient information or knowledge as to the allegations relating to other Defendants and on that
 7 basis denies them.

8 225. The allegations in this paragraph are legal arguments and conclusions to which no
 9 response is required. To the extent a response is required, Roblox denies the allegations about it.
 10 Roblox lacks sufficient information or knowledge as to the allegations relating to other Defendants
 11 and on that basis denies them.

12 226. The allegations in this paragraph are legal arguments and conclusions to which no
 13 response is required. To the extent a response is required, Roblox denies the allegations about it.
 14 Roblox lacks sufficient information or knowledge as to the allegations relating to other Defendants
 15 and on that basis denies them.

16 227. The allegations in this paragraph are legal arguments and conclusions to which no
 17 response is required. To the extent a response is required, Roblox denies the allegations about it.
 18 Roblox lacks sufficient information or knowledge as to the allegations relating to other Defendants
 19 and on that basis denies them.

20 228. The allegations in this paragraph are legal arguments and conclusions to which no
 21 response is required. To the extent a response is required, Roblox denies the allegations about it.
 22 Roblox lacks sufficient information or knowledge as to the allegations relating to other Defendants
 23 and on that basis denies them.

24 229. The allegations in this paragraph are legal arguments and conclusions to which no
 25 response is required. To the extent a response is required, Roblox denies the allegations about it.
 26 Roblox lacks sufficient information or knowledge as to the allegations relating to other Defendants
 27 and on that basis denies them.

1 230. The allegations in this paragraph contain legal conclusions and arguments to which
 2 no response is required. To the extent any response is required, Roblox denies the allegations about
 3 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
 4 Defendants and on that basis denies them.

5 231. The allegations in this paragraph contain legal conclusions and arguments to which
 6 no response is required. To the extent any response is required, Roblox denies that Plaintiffs or
 7 any putative Class Members suffered injury as a result of any conduct by Roblox, or are entitled to
 8 damages from Roblox in any amount. Roblox lacks sufficient information or knowledge as to the
 9 allegations relating to other Defendants and on that basis denies them.

10 232. Roblox incorporates its responses to all foregoing allegations as if fully set forth.

11 233. The allegations in this paragraph are legal arguments and conclusions to which no
 12 response is required. To the extent any response is required, Roblox denies that Plaintiffs may
 13 assert this claim on behalf of any class.

14 234. The allegations in this paragraph are legal arguments and conclusions to which no
 15 response is required. To the extent any response is required, Roblox denies that Plaintiffs or
 16 putative Class Members conferred a monetary benefit on Roblox from the alleged conduct. Roblox
 17 lacks sufficient information or knowledge as to the allegations relating to other Defendants and on
 18 that basis denies them.

19 235. The allegations in this paragraph are legal arguments and conclusions to which no
 20 response is required. To the extent any response is required, Roblox denies the allegations about
 21 it. Roblox lacks sufficient information or knowledge as to the allegations relating to other
 22 Defendants and on that basis denies them.

23 236. The allegations in this paragraph are legal arguments and conclusions to which no
 24 response is required. To the extent any response is required, Roblox denies that Plaintiffs or any
 25 putative Class Members suffered actual damages as a result of any conduct by Roblox. Roblox
 26 further denies that Plaintiffs or any putative Class Members are entitled to actual damages from
 27 Roblox. Roblox lacks sufficient information or knowledge as to the allegations relating to other

1 Defendants and on that basis denies them.

2 237. The allegations in this paragraph are legal arguments and conclusions to which no
 3 response is required. To the extent any response is required, Roblox denies that principles of equity
 4 and good conscience require the return of money to Plaintiffs or any putative Class Members.
 5 Roblox denies the remainder of the allegations insofar as they concern it. Roblox lacks sufficient
 6 information or knowledge as to the allegations relating to other Defendants and on that basis denies
 7 them.

8 238. The allegations in this paragraph are legal arguments and conclusions to which no
 9 response is required. To the extent any response is required, Roblox denies that Plaintiffs or
 10 putative Class Members are entitled to any disgorgement from Roblox. Roblox lacks sufficient
 11 information or knowledge as to the allegations relating to other Defendants and on that basis denies
 12 them.

13 239. Roblox incorporates its responses to all foregoing allegations as if fully set forth.

14 240. The allegations in this paragraph are legal arguments and conclusions to which no
 15 response is required. To the extent any response is required, Roblox denies that Plaintiffs may
 16 assert this claim on behalf of any class.

17 241. The allegations in this paragraph are legal arguments and conclusions to which no
 18 response is required. To the extent any response is required, Roblox denies the allegations.

19 242. The allegations in this paragraph are legal arguments and conclusions to which no
 20 response is required. To the extent any response is required, Roblox denies the allegations.

21 243. The allegations in this paragraph are legal arguments and conclusions to which no
 22 response is required. To the extent any response is required, Roblox denies the allegations.

23 244. The allegations in this paragraph are legal arguments and conclusions to which no
 24 response is required. To the extent any response is required, Roblox denies that it breached any
 25 alleged duties to Plaintiffs or putative Class Members. Roblox denies the remainder of the
 26 allegations about it.

27 245. The allegations in this paragraph are legal arguments and conclusions to which no
 28

1 response is required. To the extent any response is required, Roblox denies that it breached any
 2 alleged duties to N.S., T.D., L.C., L.G., or S.J. Roblox denies the remainder of the allegations about
 3 it.

4 246. The allegations in this paragraph are legal arguments and conclusions to which no
 5 response is required. To the extent any response is required, Roblox denies that Plaintiffs or any
 6 putative Class Members have been injured by any conduct of Roblox. Roblox further denies that
 7 Plaintiffs or any putative Class Members are entitled to damages from Roblox.

8 **ROBLOX'S AFFIRMATIVE DEFENSES**

9 Roblox asserts the following separate affirmative defenses to Plaintiffs' FAC, including the
 10 claims of the Parent Plaintiffs³⁴, the Minor Plaintiffs³⁵, and any proposed class members. Roblox
 11 reserves the right to supplement or amend these defenses on the basis of additional factual
 12 investigation, and does not knowingly or intentionally waive any applicable affirmative defense
 13 not set forth below. Roblox does not assume the burden of proof on any issue, however
 14 characterized, on which it does not bear that burden.

15 **FIRST AFFIRMATIVE DEFENSE**

16 ***Communications Decency Act, 47 U.S.C. § 230***

17 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 18 or in part by 47 U.S.C. § 230 ("Section 230"), which prohibits imposing liability on: (1) a provider
 19 or user of an interactive computer service (2) whom a plaintiff seeks to treat as the publisher or
 20 speaker (3) of information provided by another information content provider.

21 Without limiting the extent or scope of this affirmative defense, and subject to additional
 22 factual investigation as may be necessary, Roblox states that it operates an interactive computer
 23 service, *i.e.*, the Roblox Services.³⁶ Plaintiffs' claims seek to treat Roblox as the publisher or

24 ³⁴ As used in these affirmative defenses, the term "Parent Plaintiffs" refers to Aracely Soucek,
 25 Yaniv De Ridder, Danielle Sass, David L. Gentry, Lavina Gann.

26 ³⁵ As used in these affirmative defenses, the term "Minor Plaintiffs" refers to N.S., T.D., L.C., L.G.,
 27 and S.J.

28 ³⁶ The Roblox Services consist of "the Roblox website (www.roblox.com) and its related platform
 (collectively, 'Platform') and various other features and services, including websites, applications,
 forums, content, functionality, products, and services (together with the Platform, 'Services')."

1 speaker of information provided by other content providers. For example, Plaintiffs' claims seek to
 2 hold Roblox liable for allegedly failing to detect virtual content on the Roblox Services that was
 3 allegedly published by "Stock Accounts" purportedly controlled and operated by the at-issue
 4 websites, including but not limited to RBXFlip, Bloxflip, and RBLXWild (the "At-Issue
 5 Websites"). As another example, Plaintiffs' claims further seek to hold Roblox liable for allegedly
 6 failing to monitor and moderate user accounts on the Roblox Services, accounts which Plaintiffs
 7 contend are associated with purported "gambling games" published by the At-Issue Websites off
 8 of the Roblox platform. For at least these reasons, and without waiver of any additional grounds
 9 for the affirmative defense, Section 230 bars the imposition of liability on Roblox in these
 10 circumstances by Plaintiffs or the proposed class members.

11 **SECOND AFFIRMATIVE DEFENSE**

12 ***Unclean Hands***

13 Plaintiffs' equitable relief claims, as well as the claims of any proposed class members, are
 14 barred in whole or in part by the doctrine of unclean hands because Plaintiffs voluntarily
 15 participated in the alleged misconduct and do not come to court with clean hands.

16 Without limiting the extent or scope of this affirmative defense, and subject to additional
 17 factual investigation as may be necessary, Roblox states that Plaintiffs assert equitable claims,
 18 including unjust enrichment, and certain Plaintiffs seek equitable relief under the California Unfair
 19 Competition Law ("UCL") in the form of restitution.

20 The Minor Plaintiffs, however, come to the court with unclean hands. *First*, the Minor
 21 Plaintiffs violated Roblox's Terms of Use (the "TOU") by using the At-Issue Websites in the
 22 manner alleged. The Roblox TOU provide that "You may not use, acquire, or
 23 distribute Robux or Virtual Content except through the Services and except as expressly allowed
 24 by Roblox under these Roblox Terms. Any attempt to do so constitutes a violation of the Roblox
 25 Terms, will render the transaction void, and may result in the immediate suspension or termination

26
 27 Roblox, Terms of Use, Introduction, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use>.
 28

of your Account and your license to use Robux or Virtual Content.”³⁷ *Second*, to the extent any Minor Plaintiff shared the credentials for their Roblox account with an At-Issue Website, they violated the Roblox TOU, which provide that users are “responsible for maintaining the confidentiality and security of any credentials used to access your Account” and in so doing agree that they “understand, acknowledge, and agree that you will be responsible for any actions taken in your Account and on the Services using your access credentials, whether or not such actions have been authorized by you.”³⁸ *Third*, the Minor Plaintiffs allegedly used the At-Issue Websites to engage in alleged gambling in violation of the federal and state laws cited in the FAC.

The Parent Plaintiffs also come to court with unclean hands insofar as they (1) engaged in any of the same conduct as the Minor Plaintiffs, and (2) willfully and knowingly permitted the alleged conduct of the Minor Plaintiffs, or recklessly failed to monitor the Minor Plaintiffs' alleged playing of "gambling games" in the At-Issue Websites.

For at least these reasons, and without waiver of any additional grounds for the affirmative defense, Plaintiffs' equitable claims and requests for equitable relief against Roblox as well as those of the proposed classes are barred in whole or in part due to their unclean hands.

THIRD AFFIRMATIVE DEFENSE

In Pari Delicto Doctrine

Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole or in part under the *in pari delicto* doctrine because Plaintiffs are at least equally responsible for the alleged harms they claim to have experienced. Preclusion of the suit would further the public purpose of deterring claimed illegality by denying judicial relief to an admitted wrongdoer.

Without limiting the extent or scope of this affirmative defense, and subject to further factual investigation as may be necessary, Roblox states that the Parent Plaintiffs, Minor Plaintiffs, and/or both, are equally if not solely responsible, for the Minor Plaintiffs' alleged use of the At-Issue Websites to engage in purported "illegal gambling" in violation of federal and state gambling laws cited throughout the FAC. Assuming solely for the purposes of this affirmative defense that

37 *Id* 8 3(c)

³⁸ *Id.* § 5(c).

1 the alleged “gambling games” violate the federal and state gambling laws cited throughout the
 2 FAC, the Parent Plaintiffs, individually and as next of kin for the Minor Plaintiffs, bear at least
 3 equal responsibility, if not substantially more or complete responsibility, for the consequences of
 4 the alleged conduct. For at least these reasons, and without waiver of any additional grounds for
 5 the affirmative defense, Plaintiffs’ claims and those of the proposed classes are barred in whole or
 6 in part by the doctrine of *in pari delicto*.

7 **FOURTH AFFIRMATIVE DEFENSE**

8 *Assumption of Risk*

9 Plaintiffs’ claims, as well as the claims of any proposed class members, are barred in whole
 10 or in part by the doctrine of assumption of risk because Plaintiffs were expressly advised of or
 11 otherwise aware of the risks inherent in the alleged conduct and voluntarily participated in the
 12 conduct despite such knowledge. Without limiting the extent or scope of this affirmative defense,
 13 and subject to further factual investigation as may be necessary, Roblox states that:

14 *First*, the Parent Plaintiffs assumed all risks associated with the Minor Plaintiffs’ alleged
 15 use of the Roblox Services in the manner alleged. The Roblox TOU advise users of the Roblox
 16 Services that a parent or guardian agrees to be responsible for all activities of a minor on the Roblox
 17 Services.³⁹ *Second*, the Minor Plaintiffs expressly assumed the risks from their alleged use of
 18 Robux to engage in alleged transactions for virtual content on the Roblox Services for the purpose
 19 of playing alleged “gambling games” in the At-Issue Websites off of the Roblox Services. The
 20 Roblox TOU provide that “Roblox does not recognize or take responsibility for third-party services
 21 that allow Users to sell, transfer, purchase, or otherwise use Robux or Virtual Content, and any
 22 such use by a User is a violation of the Roblox Terms.”⁴⁰ *Third*, to the extent any Plaintiff shared
 23 the credentials for their Roblox account with an At-Issue Website, Plaintiffs assumed the risk of
 24 sharing their credentials in this manner. The Roblox TOU provide that users are “responsible for
 25 maintaining the confidentiality and security of any credentials used to access your Account” and in
 26 so doing agree that they “understand, acknowledge, and agree that you will be responsible for any

27 ³⁹ *Id.* Introduction.

28 ⁴⁰ *Id.* § 2.c.

1 actions taken in your Account and on the Services using your access credentials, whether or not
 2 such actions have been authorized by you.”⁴¹ *Fourth*, the Minor Plaintiffs expressly assumed the
 3 risks inherent in their alleged use of the At-Issue Websites to engage in purported gambling,
 4 including the risk of losses. The Minor Plaintiffs knew or should have known of these risks based
 5 on the nature of the At-Issue Websites, including but not limited to the alleged “gambling games”
 6 and alleged references to “gambling” in the At-Issue Websites.

7 For at least these reasons, and without waiver of any additional grounds for the affirmative
 8 defense, Plaintiffs assumed the risks of the alleged conduct and may not seek to impose liability on
 9 Roblox.

10 **FIFTH AFFIRMATIVE DEFENSE**

11 ***Waiver***

12 Plaintiffs’ claims, as well as the claims of any proposed class members, are barred in whole
 13 or in part by waiver because Plaintiffs and the proposed class members intentionally relinquished,
 14 expressly and/or impliedly, a known right with knowledge of the facts. Without limiting the extent
 15 or scope of this affirmative defense, and subject to additional factual investigation as may be
 16 necessary, Roblox states that:

17 *First*, Plaintiffs have waived any right to pursue the claims asserted in this case on a class-
 18 wide basis. As set forth in the Roblox TOU:

19 These Roblox Terms contain A BINDING, INDIVIDUAL ARBITRATION AND
 20 CLASS ACTION WAIVER. THIS MEANS THAT YOU GIVE UP THE RIGHT
 21 TO BRING AN ACTION IN COURT, INDIVIDUALLY OR AS PART OF A
 22 CLASS ACTION.”⁴²

23 The Roblox TOU further provide for U.S. residents that:

24 EXCEPT AS OTHERWISE PROVIDED IN THE ROBLOX TERMS, USER AND
 25 ROBLOX AGREE THAT ANY DISPUTE THAT CANNOT BE RESOLVED
 26 THROUGH [MANDATORY INFORMAL DISPUTE RESOLUTION], WILL BE
 27 RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AS SET FORTH
 28 HEREIN, RATHER THAN IN COURT. USER AND ROBLOX THEREBY

27 ⁴¹ *Id.* § 2.b-c.

28 ⁴² *Id.* Introduction.

1 AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT
 2 USER AND ROBLOX MAY BRING CLAIMS AGAINST EACH OTHER ONLY
 3 IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS
 4 MEMBER IN ANY PURPORTED CLASS ACTION OR CLASS
 5 ARBITRATION.”⁴³

6 The Minor Plaintiffs allegedly have “user-created” accounts on the Roblox Services, used the
 7 Roblox Services, and their claims arise under or relate to the Minor Plaintiffs’ alleged use of the
 8 Roblox Services. Pursuant to the Roblox TOU, the TOU are binding on the Parent Plaintiffs. Thus,
 9 all Plaintiffs are subject to the class action waiver.

10 *Second*, Plaintiffs have waived any right to recovery from the alleged conduct on the Roblox
 11 Service related to alleged sales of purported “dummy” or “worthless” virtual items or experiences
 12 because pursuant to the Roblox TOU, “User agrees to waive, and does waive, any legal or equitable
 13 right or remedy that User has or may have against Roblox regarding [User Generated Content].”⁴⁴

14 For at least these reasons, and without waiver of any additional grounds for the affirmative
 15 defense, Plaintiffs and the proposed class members have waived their claims against Roblox.

16 **SIXTH AFFIRMATIVE DEFENSE**

17 *Estoppel*

18 Plaintiffs’ claims, as well as the claims of any proposed class members, are barred in whole
 19 or in part by estoppel because Plaintiffs and proposed class members were apprised of the facts,
 20 intended that their conduct be acted upon or acted in such a manner that Roblox rightly believed
 21 that Plaintiffs acted intentionally, Roblox was ignorant of the true state of facts, and Roblox relied
 22 upon conduct by Plaintiffs and the proposed class members to its detriment.

23 Without limiting the scope or extent of this defense, Roblox states that Plaintiffs and the
 24 proposed class members agreed to comply with the Roblox TOU and to be responsible for their
 25 conduct on the Roblox Services. Plaintiffs and the proposed class members agreed to do so by
 26 creating Roblox accounts, purchasing Robux from Roblox, and by using the Roblox Services.
 27 Plaintiffs and the proposed class members intended that Roblox rely on that agreement and Roblox
 28

⁴³ *Id.* § 11.b.i.

⁴⁴ *Id.* § 13.a.

1 rightfully believed that Plaintiffs and the proposed class members so intended. Roblox was
 2 ignorant of the true intentions held by Plaintiffs and the proposed class members to use the Roblox
 3 Services in violation of the Roblox TOU and for alleged gambling in the At-Issue Websites. Roblox
 4 detrimentally relied on Plaintiffs' agreement to the Roblox TOU. For at least these reasons, and
 5 without waiver of any additional grounds for the affirmative defense, Plaintiffs are estopped from
 6 asserting any claims or obtaining any relief from Roblox for the alleged conduct.

7 **SEVENTH AFFIRMATIVE DEFENSE**

8 ***Comparative Negligence***

9 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 10 or in part on the basis of comparative negligence by each Plaintiff and proposed class members.
 11 Without limiting the extent or scope of this affirmative defense, and subject to additional factual
 12 investigation as may be necessary, Roblox states that Plaintiffs failed to exercise the standard of
 13 care applicable to their own conduct, and Plaintiffs' failures were comparatively greater than any
 14 alleged negligence Plaintiffs seek to attribute to Roblox. For example, the Minor Plaintiffs failed
 15 to exercise the standard of care applicable to reasonable minors of their age, intelligence, and
 16 experience by navigating off of the Roblox Services to play alleged "gambling games" in the At-
 17 Issue Websites. The Parent Plaintiffs failed to exercise the standard of care applicable to a
 18 reasonable parent in various ways, including but not limited to a failure to reasonably monitor the
 19 online activities of the Minor Plaintiffs on the Roblox Services as well as on the At-Issue Websites.
 20 For at least these reasons, and without waiver of any additional grounds for the affirmative defense,
 21 Plaintiffs' comparative negligence exceeds any purported negligence that Plaintiffs seek to attribute
 22 to Roblox and, therefore, bars any recovery against Roblox.

23 **EIGHTH AFFIRMATIVE DEFENSE**

24 ***Consent / Ratification***

25 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 26 or in part because Plaintiffs explicitly or impliedly consented to the challenged conduct and
 27 therefore may not seek to impose liability on Roblox. Without limiting the extent or scope of this

1 affirmative defense, and subject to additional factual investigation as may be necessary, Roblox
 2 states that Parent Plaintiffs and all parent proposed class members expressly or impliedly consented
 3 to or ratified the alleged conduct by: (1) allowing the Minor Plaintiffs to play alleged gambling
 4 games in the At-Issue Websites, and (2) allowing the Minor Plaintiffs to purchase or obtain the
 5 Robux that the Minor Plaintiffs allegedly used to engage in purported gambling by providing the
 6 Minor Plaintiffs with access to credit cards, gift cards, or any methods to obtain Robux from
 7 Roblox. For at least these reasons, and without waiver of any additional grounds for the affirmative
 8 defense, Plaintiffs consented to and/or ratified the alleged conduct.

9 NINTH AFFIRMATIVE DEFENSE

10 *Statute of Limitations*

11 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 12 or in part by the applicable statute of limitations. Without limiting the extent or scope of this
 13 affirmative defense, and subject to additional factual investigation as may be necessary, Roblox
 14 states that:

15 Any and all California UCL claims by Plaintiffs and any proposed class members are barred
 16 in whole or in part by the applicable four-year statute of limitations.⁴⁵ Any and all common law
 17 negligence claims by Plaintiffs and any proposed class members are barred by the applicable statute
 18 of limitations.⁴⁶ Any and all unjust enrichment claims by Plaintiffs and any proposed class
 19 members are barred by the applicable statute of limitations.⁴⁷

20 ⁴⁵ Cal. Bus. & Prof. Code § 17208 (“Any action to enforce any cause of action pursuant to this
 21 chapter shall be commenced within four years after the cause of action accrued.”).

22 ⁴⁶ Cal. Civ. P. Code § 335.1 (“Within two years: An action for assault, battery, or injury to, or for
 23 the death of, an individual caused by the wrongful act or neglect of another.”); Cal. Civ. P. Code §
 24 338(a) (“Within three years: An action upon a liability created by statute, other than a penalty or
 25 forfeiture.”); N.Y. C.P.L.R. § 214(5) (“The following actions must be commenced within three
 26 years: an action to recover damages for a personal injury...”); Tenn. Code Ann. § 28-3-
 27 104(a)(1) (“Except as provided in subdivision (a)(2), the following actions shall be commenced
 28 within one (1) year after the cause of action accrued: (A) ... injuries to the person ...”); S.C. Code
 Ann. § 15-3-530 (“Within three years: an action for assault, battery, or any injury to the person
 or rights of another, not arising on contract and not enumerated by law.”).

⁴⁷ Cal. Civ. P. Code § 339(1) (“Within two years: An action upon a contract, obligation or liability
 not founded upon an instrument of writing...”); N.Y. C.P.L.R. § 213(1) (“The following actions
 must be commenced within six years: (1) an action for which no limitation is specifically

1 For at least these reasons, and without waiver of any additional grounds for the affirmative
 2 defense, Plaintiffs' claims are barred in whole or in part by the applicable statute of limitations.

3 **TENTH AFFIRMATIVE DEFENSE**

4 ***Laches***

5 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 6 or in part by the doctrine of laches because (1) Plaintiffs unreasonably delayed in asserting their
 7 claims and (2) acquiesced in the challenged conduct and/or prejudiced Roblox by their
 8 unreasonable delay in asserting their claims.

9 **ELEVENTH AFFIRMATIVE DEFENSE**

10 ***Failure to Mitigate Damages***

11 Plaintiffs' requests for monetary relief, as well as the claims of any proposed class members,
 12 are barred in whole or in part because Plaintiffs failed to mitigate the alleged damages that they
 13 seek to recover in this case, including but not limited to actual damages, restitution, and
 14 disgorgement. Without limiting the extent or scope of this affirmative defense, and subject to
 15 additional factual investigation as may be necessary, Roblox states that the Minor Plaintiffs failed
 16 to mitigate their claimed damages by failing to cease their alleged playing of "gambling games" in
 17 At-Issue Websites, including after they allegedly suffered losses from playing such games but
 18 continued to play alleged games. The Minor Plaintiffs further failed to mitigate their claimed
 19 damages by failing to cease their alleged playing of "gambling games" in At-Issue Websites after
 20 bringing this lawsuit. The Parent Plaintiffs also failed to mitigate their claimed damages by failing
 21 to prevent the Minor Plaintiffs from allegedly playing "gambling games" in the At-Issue Websites,
 22 including after bringing this lawsuit. For at least these reasons, and without waiver of any additional
 23 grounds for the affirmative defense, Plaintiffs' failures to mitigate their damages bars in whole or
 24 in part the requested damages.

25
 26
 27

 28 prescribed by law."); S.C. Code. Ann. § 15-3-530(1) ("Within three years ... (1) an action upon a
 contract, obligation, or liability, express or implied, excepting those provided for in Section 15-3-
 520.").).

TWELFTH AFFIRMATIVE DEFENSE

Monetary Recovery Contrary to California Public Policy

Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole or in part insofar as they arise under California law because the recovery of any monetary relief for alleged "illegal gambling" is contrary to California's strong public policy against judicial resolution of disputes concerning alleged gambling.

Without limiting the extent or scope of this defense, and subject to additional factual investigation as may be necessary, Roblox states that Plaintiffs seek monetary relief in this case under the UCL and for common law negligence and unjust enrichment claims under California law. The gravamen of Plaintiffs' requests for monetary relief is that the Minor Plaintiffs allegedly used and/or lost "Robux" and "money" to play purported "gambling games" in the At-Issue Websites in violation of various federal and state gambling laws. The Parent Plaintiffs assumed responsibility for the Minor Plaintiffs' conduct pursuant to the Roblox TOU, which provide that a parent or guardian agrees to be responsible for all activities of a minor on the Roblox Services.⁴⁸

For at least these reasons, and without waiver of any additional grounds for the affirmative defense, and assuming solely for the purposes of this affirmative defense that the alleged games in the At-Issue Websites violate the gambling laws cited throughout the FAC, California's strong public policy against judicial resolution of disputes concerning alleged gambling bars all monetary relief that Plaintiffs seek to recover under California law.

THIRTEENTH AFFIRMATIVE DEFENSE

Unconstitutional Monetary Relief in Violation of Due Process Clause

Plaintiffs' requests for monetary relief, as well as the claims of any proposed class members, are barred in whole or in part by seeking money damages in violation of the California Constitution and the United States Constitution. Without limiting the extent or scope of this defense, and subject to additional factual investigation as may be necessary, Roblox states that amended Rule 26(a) initial disclosures provided by Plaintiffs shows that Plaintiffs purport to seek punitive damages.

⁴⁸ See Roblox, Terms of Use, Introduction, available here: <https://en.help.roblox.com/hc/en-us/articles/115004647846-Roblox-Terms-of-Use> (last accessed October 30, 2024).

1 Without admitting that Plaintiffs are entitled to any putative damages in this case and expressly
 2 stating that Plaintiffs are not entitled to such damages, Roblox states that any award of punitive
 3 damages against Roblox in this case, including a class-wide award of punitive damages, would
 4 constitute an unconstitutional penalty under the circumstances of this case, and would violate due
 5 process and equal protection guarantees, and other substantive and procedural safeguards afforded
 6 by the First, Fifth, and Fourteenth Amendments to the United States Constitution, as well as Article
 7 I, Section 7 of the California Constitution.

8 **FOURTEENTH AFFIRMATIVE DEFENSE**

9 ***Election of Remedies***

10 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 11 or in part by election of remedies. Without limiting the extent or scope of this defense, and subject
 12 to additional factual investigation as may be necessary, Roblox states that Plaintiffs possess two
 13 inconsistent and concurrent remedies arising out of the same alleged conduct, including but not
 14 limited to actual damages (a remedy at law) or restitution and disgorgement (equitable relief).
 15 Plaintiffs may not seek restitution, disgorgement, or any other equitable relief, whether under the
 16 common law or under the UCL, when Plaintiffs have an adequate remedy at law. For at least these
 17 reasons, and without waiver of any additional grounds for the affirmative defense, Plaintiffs may
 18 not recover these different remedies for the same alleged conduct.

19 **FIFTEENTH AFFIRMATIVE DEFENSE**

20 ***Arbitration***

21 Plaintiffs' claims, as well as the claims of any proposed class members, are barred in whole
 22 or in part in this judicial forum because Plaintiffs' claims are subject to arbitration.

23 Without limiting the extent or scope of this defense, and subject to additional factual
 24 investigation as may be necessary, Roblox states that Plaintiffs' claims are subject to binding
 25 arbitration pursuant to the Roblox TOU.⁴⁹ As set forth in the Roblox TOU, these Roblox Terms
 26 contain "A BINDING, INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER. THIS

27
 28 ⁴⁹ *Id.* Introduction; *id.* § 11.

1 MEANS THAT YOU GIVE UP THE RIGHT TO BRING AN ACTION IN COURT,
 2 INDIVIDUALLY OR AS PART OF A CLASS ACTION.”⁵⁰ The Roblox TOU provide that “IF
 3 YOU DO NOT AGREE TO THE ROBLOX TERMS, YOU MUST NOT USE
 4 THE SERVICES.”⁵¹ The Roblox TOU further provide that:

5 Except as otherwise permitted in the Roblox Terms, you agree that any dispute,
 6 claim, or controversy you may have with Roblox arising under or relating in any
 7 way to the Roblox Terms or the Services ... will be governed and resolved through
 the Mandatory Informal Dispute Resolution ... process (as outlined below).⁵²

8 The Minor Plaintiffs allegedly have “user-created” accounts on the Roblox Services, used the
 9 Roblox Services, and their claims arise under or relate to the Minor Plaintiffs’ alleged use of the
 10 Roblox Services. Thus, all claims of the Minor Plaintiffs are subject to binding arbitration.

11 Furthermore, the Roblox TOU are binding on the Parent Plaintiffs. As set forth in the
 12 Roblox TOU:

13 BY PERMITTING A MINOR TO USE THE SERVICES, A MINOR’S PARENT
 14 OR GUARDIAN BECOMES SUBJECT TO THE ROBLOX TERMS AND
 15 AGREES TO BE RESPONSIBLE FOR ALL OF THE MINOR’S ACTIVITIES ON
 16 THE SERVICES, INCLUDING THE PURCHASE OF ANY VIRTUAL
 CONTENT.⁵³

17 By allowing the Minor Plaintiffs to use the Roblox Services, the Parent Plaintiffs’ claims, both
 18 those asserted individually and on behalf of the Minor Plaintiffs, are subject to binding arbitration.

19 For at least these reasons, and without waiver of any additional grounds, Plaintiffs may not
 20 pursue their claims in court because their claims are subject to binding arbitration.

21 **SIXTEENTH AFFIRMATIVE DEFENSE**

22 *Incorporation of Other Affirmative Defenses*

23 Roblox incorporates by reference and asserts to the extent applicable any other affirmative
 24 defenses that may be set forth in any Answer of any other Defendant in this action.

25
 26 ⁵⁰ *Id.* Introduction.

27 ⁵¹ *Id.*

28 ⁵² *Id.* § 11.

29 ⁵³ *Id.* Introduction.

SEVENTEENTH AFFIRMATIVE DEFENSE

Reservation of Rights to Assert Further Affirmative Defenses

Roblox reserves the right to assert other affirmative defenses as this action proceeds up to and including the time of trial.

Dated: October 30, 2024

COOLEY LLP
TIANA DEMAS*
KYLE C. WONG (224021)
KRISTINE A. FORDERER (278745)
ROBBY L.R. SALDAÑA (356226)
KEVIN T. CARLSON*
JESSICA L. TAYLOR (339572)

/s/ Tiana Demas
Tiana Demas
Attorneys for Defendant
ROBLOX CORPORATION